

Outline of Changes Made from the Draft Solicitation to the Official RFP

The following clauses have been changed from the draft solicitation, which was posted here, to the official posted Requests for Proposal (RFP). Unless otherwise specified, the changes apply to both PR-R5-07-10015 and PR-R5-07-10098. Please review the changed clauses carefully.

Section B Clause:

Subcontracts – Text changed

Section G Clause:

Fixed Rate Withholding – Text changed

Payment – Fixed Rate Services Contract (EPAAR 1552.232-73) (OCT 2000) – Text was changed.

Duplicate clause (Payment-Fixed Rate Services Contract) was removed in SDVOSB (PR-R5-07-10015) solicitation.

Section H Clauses:

Award Term Guidance – Text changed

Key Personnel - (EPAAR 1552.237-72) (FEB 1995) – Text Changed

Removal Cost Management Software System (RCMS) – Text changed

Section I Clause:

Limitations on Subcontracting (FAR 52.219-14) (DEC 1996) (Now shown in full text)

Section L Clauses:

Instructions for the Preparation of Proposals Alternate III (EPAAR 1552.215-72 AUG 1999) – Text changed

Oral Presentation Instructions – Text changed

Section M Clauses:

Evaluation Factors for Award (EPAAR 1552.215-71) AUG 1999) – Text changed

Technical Evaluation Criteria for Award – Text changed

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-R5-07-10015		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 09/25/07	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
U.S. EPA Region 5 Acquisition Section, 10 th Floor 77 West Jackson Blvd Chicago, IL 60604				U.S. EPA Region 5 Acquisition Section, (MCC-10J) 77 West Jackson Blvd Chicago, IL 60604			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 3:00 PM local time 26 October 2007
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME ROBERT A. EICHENFELD		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 312		NUMBER 886-2196		EXT.		C. E-MAIL ADDRESS eichenfeld.robert@e pa.gov	
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		___ CALENDAR DAYS	
		%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE				18. OFFER DATE	
AREA CODE		NUMBER		EXT.					

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7) CODE				25. PAYMENT WILL BE MADE BY CODE:	
				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 MOBILIZATION**

The Government expects the contractor to be fully staffed, operational, and ready to accept work from EPA at the time of award. Any ongoing work from the predecessor contract will be transitioned to this contract. The costs for mobilization are included in the fully loaded fixed rate.

B.2 FIXED RATES FOR SERVICES- -INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984) DEVIATION

The following fixed rates shall apply for payment purposes for the duration of the contract.

The rate, or rates, set forth below cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the Contracting Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

B.3 FIXED RATES - - BASE PERIOD (date of contract award plus 36 months)

<u>(a) PERSONNEL</u>					
			ESTIMATED		
			DIRECT	FIXED	
	RCMS		LABOR	HOURLY	
<u>CLIN</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
0001	1-05	Response Manager			
0001AA		Straight Time	17310		
0001AB		Overtime			

0002	1-10	Foreman			
0002AA		Straight Time	4500		
0002AB		Overtime	1110		
0003	2-05	Equipment Operator			
0003AA		Straight Time	26400		
0003AB		Overtime	6600		
0004	2-10	Field Clerk			
0004AA		Straight Time	10920		
0004AB		Overtime	2730		
0005	2-15	Laborer			
0005AA		Straight Time	24960		
0005AB		Overtime	6240		
0006	2-20	Truck Driver			
0006AA		Straight Time	2580		
0006AB		Overtime	645		
0007	4-01	Chemist			
0007AA		Straight Time	2010		
0007AB		Overtime			
0008	4-30	Industrial Hygienist/Safety			
0008AA		Straight Time	450		
0008AB		Overtime			
0009	5-20	T&D Coordinator			
0009AA		Straight Time	1800		
0009AB		Overtime			
Base Period Labor Subtotal (Total of CLINS 0001 through 0009AB)					

<u>(b) Equipment</u>					
				FIXED	
	RCMS			DAILY	
<u>CLIN</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>DAYS</u>	<u>RATE</u>	<u>TOTAL</u>
0100	01-002-001	Truck-ATV	165		
0101	01-003-010	Truck-Box-1 ton	45		
0102	01-009-010	Truck-Car-Passenger	210		
0103	01-105-018	Truck-Dump-Articulated-Operating Weight 18,000 - < 30,000 lbs.	465		
0104	01-105-035	Truck-Dump-Articulated-Operating Weight 35,000 - < 40,000 lbs.	90		
0105	01-015-041	Truck-Dump-Fixed box 5/10 yds	75		
0106	01-036-010	Truck-Pickup-2 wheel drive	4350		
0107	01-036-020	Truck-Pickup-4 wheel drive	600		
0108	01-042-010	Truck-Road Tractor	60		
0109	01-045-010	Truck-Stakebed/Flatbed-1 ton	75		
0110	01-045-020	Truck-Stakebed/Flatbed-2 ton	45		
0111	01-051-025	Truck-Vacuum-2500 gallons	45		
0112	01-054-030	Truck-Van-Passenger	210		
0113	01-057-020	Truck-Water-< 2000 gals	60		
0114	01-057-040	Truck-Water-4000 gals	30		
0115	02-010-010	Trailer-Cargo-8 ft	45		

0116	02-045-010	Trailer-Lowboy-9 ton	60		
0117	02-045-030	Trailer-Lowboy-30 ton	60		
0118	02-045-050	Trailer-Lowboy-50 ton	60		
0119	02-055-040	Trailer-Office-40 ft	30		
0120	02-070-010	Trailer-Storage-Approx. 20 ft.	525		
0121	02-070-020	Trailer-Storage-Approx. 40 ft.	150		
0122	03-000-020	Heavy Equipment-Attachment-Grapppler Claw/Hydraulic	60		
0123	03-000-022	Heavy Equipment-Attachment-Grapppler Demolition	45		
0124	03-000-026	Heavy Equipment-Attachment-Grapppler Drum/Hydraulic	45		
0125	03-000-110	Heavy Equipment-Attachment-Forks	75		
0126	03-101-135	Heavy Equipment-Backhoe-Operating Weight 13,500 - < 14,000 lbs.	60		
0127	03-110-014	Heavy Equipment-Track Type Dozer-Operating Weight 14,000 - < 16,000 lbs.	75		
0128	03-110-016	Heavy Equipment-Track Type Dozer-Operating Weight 16,000 - < 18,000 lbs.	60		
0129	03-110-018	Heavy Equipment-Track Type Dozer-Operating Weight 18,000 - < 21,000 lbs.	75		

0130	03-110-032	Heavy Equipment- Track Type Dozer- Operating Weight 32,000 - < 36,000 lbs.	195		
0131	03-115-065	Heavy Equipment- Compactor- Operating Drum Width 65 in. - < 80 in.	45		
0132	03-130-010	Heavy Equipment- Excavator- Operating Weight 10,000 - < 15,000 lbs.	150		
0133	03-130-026	Heavy Equipment- Excavator- Operating Weight 26,000 - < 30,000 lbs.	195		
0134	03-130-042	Heavy Equipment- Excavator- Operating Weight 42,000 - < 45,000 lbs.	315		
0135	03-130-045	Heavy Equipment- Excavator- Operating Weight 45,000 - < 51,000 lbs.	225		
0136	03-035-014	Heavy Equipment- Forklift- Telescopic	150		
0137	03-155-020	Heavy Equipment- Loader/Track- Operating Weight 20,000 - < 25,000 lbs.	90		
0138	03-155-027	Heavy Equipment- Loader/Track- Operating Weight 27,000 - < 30,000 lbs.	60		
0139	03-160-026	Heavy Equipment- Loader/Wheel- Operating Weight 26,000 - < 30,000 lbs.	90		

0140	03-160-030	Heavy Equipment- Loader/Wheel- Operating Weight 30,000 - < 39,000 lbs.	60		
0141	03-195-065	Heavy Equipment- Skid Steer/Uni Loader w/ bucket Operating Weight 6,500 - < 7,500 lbs.	450		
0142	03-095-025	Heavy Equipment- Uni Loader-Forks attachment	180		
0143	03-095-035	Heavy Equipment- Uni Loader Barrel grappler attachment	45		
0144	05-005-051	Safety-PPE-Lvl B/SCBA/Low Pres	150		
0145	07-021-010	Field Equipment- Compressor / Air- 185 CFM	120		
0146	07-051-005	Field Equipment- Generator-5 KW	270		
0147	07-051-035	Field Equipment- Generator-30 KW	150		
0148	07-051-040	Field Equipment- Generator-50 KW	180		
0149	07-067-010	Field Equipment- Lighting- Conventional	360		
0150	07-067-030	Field Equipment- Lighting-Light Plant	240		
0151	07-090-020	Field Equipment- Steam Jenny	45		
0152	07-096-008	Field Equipment- Water Laser-MED- Pressure Single	105		
0153	08-018-026	Pump-Double Diaphragm-Teflon 2 inch	60		
0154	08-018-036	Pump-Double Diaphragm-Teflon 3 inch	30		
0155	08-054-010	Pump-Trash-2 inch	75		

0156	08-054-015	Pump-Trash-3 inch	135		
0157	08-054-020	Pump-Trash-4 inch	45		
0158	08-054-030	Pump-Trash-6 inch	96		
Base Period Equipment Subtotal: (Total of CLINS 0100 through 0158)					
0159		Material / Other Direct Costs / Subcontracts			\$35,110,122.00
0160		G&A / Material Handling			
Base Period Labor and Equipment Subtotal:					

B.4 FIXED RATES - - AWARD TERM I (37 through 60 months from contract award)

<u>(a) PERSONNEL</u>					
			ESTIMATED		
			DIRECT	FIXED	
	RCMS		LABOR	HOURLY	
CLIN	NUMBER	DESCRIPTION	HOURS	RATE	TOTAL
1001	1-05	Response Manager			
1001AA		Straight Time	11540		
1001AB		Overtime			
1002	1-10	Foreman			
1002AA		Straight Time	3000		
1002AB		Overtime	740		
1003	2-05	Equipment Operator			
1003AA		Straight Time	17600		
1003AB		Overtime	4400		

1004	2-10	Field Clerk			
1004AA		Straight Time	7280		
1004AB		Overtime	1820		
1005	2-15	Laborer			
1005AA		Straight Time	16640		
1005AB		Overtime	4120		
1006	2-20	Truck Driver			
1006AA		Straight Time	1720		
1006AB		Overtime	430		
1007	4-01	Chemist			
1007AA		Straight Time	1340		
1007AB		Overtime			
1008	4-30	Industrial Hygienist/Safety			
1008AA		Straight Time	300		
1008AB		Overtime			
1009	5-20	T&D Coordinator			
1009AA		Straight Time	1200		
1009AB		Overtime			
Award Term I Labor Subtotal (Total of CLINS 1001 through 1009AB)					
(b) Equipment					
				FIXED	
	RCMS			DAILY	
<u>CLIN</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>DAYS</u>	<u>RATE</u>	<u>TOTAL</u>
1100	01-002-001	Truck-ATV	110		
1101	01-003-010	Truck-Box-1 ton	30		

1102	01-009-010	Truck-Car-Passenger	140		
1103	01-105-018	Truck-Dump-Articulated-Operating Weight 18,000 - < 30,000 lbs.	310		
1104	01-105-035	Truck-Dump-Articulated-Operating Weight 35,000 - < 40,000 lbs.	60		
1105	01-015-041	Truck-Dump-Fixed box 5/10 yds	50		
1106	01-036-010	Truck-Pickup-2 wheel drive	2900		
1107	01-036-020	Truck-Pickup-4 wheel drive	400		
1108	01-042-010	Truck-Road Tractor	40		
1109	01-045-010	Truck-Stakebed/Flatbed-1 ton	50		
1110	01-045-020	Truck-Stakebed/Flatbed-2 ton	30		
1111	01-051-025	Truck-Vacuum-2500 gallons	30		
1112	01-054-030	Truck-Van-Passenger	140		
1113	01-057-020	Truck-Water-< 2000 gals	40		
1114	01-057-040	Truck-Water-4000 gals	20		
1115	02-010-010	Trailer-Cargo-8 ft	30		
1116	02-045-010	Trailer-Lowboy-9 ton	40		
1117	02-045-030	Trailer-Lowboy-30 ton	40		
1118	02-045-050	Trailer-Lowboy-50 ton	40		
1119	02-055-040	Trailer-Office-40 ft	20		
1120	02-070-010	Trailer-Storage-Approx. 20 ft.	350		

1121	02-070-020	Trailer-Storage- Approx. 40 ft.	100		
1122	03-000-020	Heavy Equipment- Attachment- Grappler Claw/Hydraulic	40		
1123	03-000-022	Heavy Equipment- Attachment- Grappler Demolition	30		
1124	03-000-026	Heavy Equipment- Attachment- Grappler Drum/Hydraulic	30		
1125	03-000-110	Heavy Equipment- Attachment-Forks	50		
1126	03-101-135	Heavy Equipment- Backhoe-Operating Weight 13,500 - < 14,000 lbs.	40		
1127	03-110-014	Heavy Equipment- Track Type Dozer- Operating Weight 14,000 - < 16,000 lbs.	50		
1128	03-110-016	Heavy Equipment- Track Type Dozer- Operating Weight 16,000 - < 18,000 lbs.	40		
1129	03-110-018	Heavy Equipment- Track Type Dozer- Operating Weight 18,000 - < 21,000 lbs.	50		
1130	03-110-032	Heavy Equipment- Track Type Dozer- Operating Weight 32,000 - < 36,000 lbs.	130		
1131	03-115-065	Heavy Equipment- Compactor- Operating Drum Width 65 in. - < 80 in.	30		

1132	03-130-010	Heavy Equipment- Excavator- Operating Weight 10,000 - < 15,000 lbs.	100		
1133	03-130-026	Heavy Equipment- Excavator- Operating Weight 26,000 - < 30,000 lbs.	130		
1134	03-130-042	Heavy Equipment- Excavator- Operating Weight 42,000 - < 45,000 lbs.	210		
1135	03-130-045	Heavy Equipment- Excavator- Operating Weight 45,000 - < 51,000 lbs.	150		
1136	03-035-014	Heavy Equipment- Forklift- Telescopic	100		
1137	03-155-020	Heavy Equipment- Loader/Track- Operating Weight 20,000 - < 25,000 lbs.	60		
1138	03-155-027	Heavy Equipment- Loader/Track- Operating Weight 27,000 - < 30,000 lbs.	40		
1139	03-160-026	Heavy Equipment- Loader/Wheel- Operating Weight 26,000 - < 30,000 lbs.	60		
1140	03-160-030	Heavy Equipment- Loader/Wheel- Operating Weight 30,000 - < 39,000 lbs.	40		
1141	03-195-065	Heavy Equipment- Skid Steer/Uni Loader w/ bucket Operating Weight 6,500 - < 7,500 lbs.	300		

1142	03-095-025	Heavy Equipment- Uni Loader-Forks attachment	120		
1143	03-095-035	Heavy Equipment- Uni Loader Barrel grappler attachment	30		
1144	05-005-051	Safety-PPE-Lvl B/SCBA/Low Pres	100		
1145	07-021-010	Field Equipment- Compressor / Air- 185 CFM	80		
1146	07-051-005	Field Equipment- Generator-5 KW	180		
1147	07-051-035	Field Equipment- Generator-30 KW	100		
1148	07-051-040	Field Equipment- Generator-50 KW	120		
1149	07-067-010	Field Equipment- Lighting- Conventional	240		
1150	07-067-030	Field Equipment- Lighting-Light Plant	160		
1151	07-090-020	Field Equipment- Steam Jenny	30		
1152	07-096-008	Field Equipment- Water Laser-MED- Pressure Single	70		
1153	08-018-026	Pump-Double Diaphragm-Teflon 2 inch	40		
1154	08-018-036	Pump-Double Diaphragm-Teflon 3 inch	20		
1155	08-054-010	Pump-Trash-2 inch	50		
1156	08-054-015	Pump-Trash-3 inch	90		
1157	08-054-020	Pump-Trash-4 inch	30		
1158	08-054-030	Pump-Trash-6 inch	64		
Award Term I Equipment Subtotal: (Total of CLINS 1100 through 1158)					

1159		Material / Other Direct Costs / Subcontracts			\$23,406,748.00
1160		G&A / Material Handling			
Award Term I Labor and Equipment Subtotal:					

B.5 FIXED RATES - - AWARD TERM II (61 through 84 months from contract award)

<u>(a) PERSONNEL</u>					
			ESTIMATED		
			DIRECT	FIXED	
	RCMS		LABOR	HOURLY	
<u>CLIN</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
2001	1-05	Response Manager			
2001AA		Straight Time	11540		
2001AB		Overtime			
2002	1-10	Foreman			
2002AA		Straight Time	3000		
2002AB		Overtime	740		
2003	2-05	Equipment Operator			
2003AA		Straight Time	17600		
2003AB		Overtime	4400		
2004	2-10	Field Clerk			
2004AA		Straight Time	7280		
2004AB		Overtime	1820		

2005	2-15	Laborer			
2005AA		Straight Time	16640		
2005AB		Overtime	4120		
2006	2-20	Truck Driver			
2006AA		Straight Time	1720		
2006AB		Overtime	430		
2007	4-01	Chemist			
2007AA		Straight Time	1340		
2007AB		Overtime			
2008	4-30	Industrial Hygienist/Safety			
2008AA		Straight Time	300		
2008AB		Overtime			
2009	5-20	T&D Coordinator			
2009AA		Straight Time	1200		
2009AB		Overtime			
Award Term II Labor Subtotal (Total of CLINS 2001 through 2009AB)					
<u>(b) Equipment</u>					
				FIXED	
	RCMS			DAILY	
<u>CLIN</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>DAYS</u>	<u>RATE</u>	<u>TOTAL</u>
2100	01-002-001	Truck-ATV	110		
2101	01-003-010	Truck-Box-1 ton	30		
2102	01-009-010	Truck-Car-Passenger	140		

2103	01-105-018	Truck-Dump-Articulated-Operating Weight 18,000 - < 30,000 lbs.	310		
2104	01-105-035	Truck-Dump-Articulated-Operating Weight 35,000 - < 40,000 lbs.	60		
2105	01-015-041	Truck-Dump-Fixed box 5/10 yds	50		
2106	01-036-010	Truck-Pickup-2 wheel drive	2900		
2107	01-036-020	Truck-Pickup-4 wheel drive	400		
2108	01-042-010	Truck-Road Tractor	40		
2109	01-045-010	Truck-Stakebed/Flatbed-1 ton	50		
2110	01-045-020	Truck-Stakebed/Flatbed-2 ton	30		
2111	01-051-025	Truck-Vacuum-2500 gallons	30		
2112	01-054-030	Truck-Van-Passenger	140		
2113	01-057-020	Truck-Water-< 2000 gals	40		
2114	01-057-040	Truck-Water-4000 gals	20		
2115	02-010-010	Trailer-Cargo-8 ft	30		
2116	02-045-010	Trailer-Lowboy-9 ton	40		
2117	02-045-030	Trailer-Lowboy-30 ton	40		
2118	02-045-050	Trailer-Lowboy-50 ton	40		
2119	02-055-040	Trailer-Office-40 ft	20		
2120	02-070-010	Trailer-Storage-Approx. 20 ft.	350		
2121	02-070-020	Trailer-Storage-Approx. 40 ft.	100		

2122	03-000-020	Heavy Equipment- Attachment- Grapppler Claw/Hydraulic	40		
2123	03-000-022	Heavy Equipment- Attachment- Grapppler Demolition	30		
2124	03-000-026	Heavy Equipment- Attachment- Grapppler Drum/Hydraulic	30		
2125	03-000-110	Heavy Equipment- Attachment-Forks	50		
2126	03-101-135	Heavy Equipment- Backhoe-Operating Weight 13,500 - < 14,000 lbs.	40		
2127	03-110-014	Heavy Equipment- Track Type Dozer- Operating Weight 14,000 - < 16,000 lbs.	50		
2128	03-110-016	Heavy Equipment- Track Type Dozer- Operating Weight 16,000 - < 18,000 lbs.	40		
2129	03-110-018	Heavy Equipment- Track Type Dozer- Operating Weight 18,000 - < 21,000 lbs.	50		
2130	03-110-032	Heavy Equipment- Track Type Dozer- Operating Weight 32,000 - < 36,000 lbs.	130		
2131	03-115-065	Heavy Equipment- Compactor- Operating Drum Width 65 in. - < 80 in.	30		
2132	03-130-010	Heavy Equipment- Excavator- Operating Weight 10,000 - < 15,000 lbs.	100		

2133	03-130-026	Heavy Equipment- Excavator- Operating Weight 26,000 - < 30,000 lbs.	130		
2134	03-130-042	Heavy Equipment- Excavator- Operating Weight 42,000 - < 45,000 lbs.	210		
2135	03-130-045	Heavy Equipment- Excavator- Operating Weight 45,000 - < 51,000 lbs.	150		
2136	03-035-014	Heavy Equipment- Forklift- Telescopic	100		
2137	03-155-020	Heavy Equipment- Loader/Track- Operating Weight 20,000 - < 25,000 lbs.	60		
2138	03-155-027	Heavy Equipment- Loader/Track- Operating Weight 27,000 - < 30,000 lbs.	40		
2139	03-160-026	Heavy Equipment- Loader/Wheel- Operating Weight 26,000 - < 30,000 lbs.	60		
2140	03-160-030	Heavy Equipment- Loader/Wheel- Operating Weight 30,000 - < 39,000 lbs.	40		
2141	03-195-065	Heavy Equipment- Skid Steer/Uni Loader w/ bucket Operating Weight 6,500 - < 7,500 lbs.	300		
2142	03-095-025	Heavy Equipment- Uni Loader-Forks attachment	120		

2143	03-095-035	Heavy Equipment- Uni Loader Barrel grappler attachment	30		
2144	05-005-051	Safety-PPE-Lvl B/SCBA/Low Pres	100		
2145	07-021-010	Field Equipment- Compressor / Air- 185 CFM	80		
2146	07-051-005	Field Equipment- Generator-5 KW	180		
2147	07-051-035	Field Equipment- Generator-30 KW	100		
2148	07-051-040	Field Equipment- Generator-50 KW	120		
2149	07-067-010	Field Equipment- Lighting- Conventional	240		
2150	07-067-030	Field Equipment- Lighting-Light Plant	160		
2151	07-090-020	Field Equipment- Steam Jenny	30		
2152	07-096-008	Field Equipment- Water Laser-MED- Pressure Single	70		
2153	08-018-026	Pump-Double Diaphragm-Teflon 2 inch	40		
2154	08-018-036	Pump-Double Diaphragm-Teflon 3 inch	20		
2155	08-054-010	Pump-Trash-2 inch	50		
2156	08-054-015	Pump-Trash-3 inch	90		
2157	08-054-020	Pump-Trash-4 inch	30		
2158	08-054-030	Pump-Trash-6 inch	64		
Award Term II Equipment Subtotal: (Total of CLINS 2100 through 2158)					

2159		Material / Other Direct Costs / Subcontracts			\$23,406,748.00
2160		G&A / Material Handling			
Award Term II Labor and Equipment Subtotal:					
TOTAL BASE + AWARD TERMS					

B.6 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140)

The minimum amount ordered shall not be less than:

Base Period	\$ 1,000,000
Award Term I (if earned)	\$ 500,000
Award Term II (if earned)	\$ 500,000

The maximum amount ordered shall not be greater than:

Base Period	\$ 45,000,000
Award Term I (if earned)	\$ 30,000,000
Award Term II (if earned)	\$ 30,000,000

If the maximum amount is exceeded, the contractor does so at its own risk.

B.7 LABOR

1. The fixed rates set forth in the schedule shall be inclusive of all expenses including report preparation, wages or salaries, labor costs, fringe benefits, overhead, general and administrative expenses and profit.

2. The quantities specified in the schedule for labor are estimates only. The estimated quantity for each line item may be greater or less than the amount specified as long as the contract ceiling amount is not exceeded.

3. Fixed labor rates shown in the schedule apply to all contractors, subcontractors, and third parties utilized by contractors and subcontractors.

4. (a) The Service Contract Act (SCA) and Davis Bacon Act (DBA) apply to this procurement. The contractor will be responsible for ensuring employees are paid the appropriate amount in accordance with the SCA/DBA wage determination. A DBA wage determination will be provided if it is determined at time of task order issuance that the work is DBA. For pricing purposes, it is estimated that approximately 25% of the work will be subject to the Davis Bacon Act. See the H Clause entitled, **DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER.**

(b) HOLIDAY TIME

(1) The Government recognizes the following federally observed holidays:

New Year's Day, January 1	Labor Day, 1st Monday in September
Martin Luther King Jr.'s Birthday, 3rd Monday in January	Columbus Day, 2nd Monday in October
President's Day, 3rd Monday in February	Veterans Day, November 11
Memorial Day, last Monday in May	Thanksgiving Day, 4th Thursday in November
Independence Day, July 4	Christmas Day, December 25

Holidays that fall on Saturday are observed on the previous Friday.
Holidays that fall on Sunday are observed on the following Monday.

(2) If the Contractor pays Contractor employees for any work conducted on any of the holidays listed above for work under this contract, the Government will reimburse the Contractor in accordance with the Contractor's existing payroll policy.

5. The contractor's primary mobilization point for labor will be determined by the location of each individual task order. The contractor agrees to make every effort to mobilize labor from the nearest available office to the cleanup site. However, in no event shall the charge for mobilization exceed what the charge for mobilization would be if the individual(s) were mobilized from the contractor's primary mobilization point within Region 5. During mobilization to the site and demobilization from the site, the contractor will be reimbursed at the applicable burdened hourly labor rate for personnel.

The contractor's primary mobilization point is: _____ .

NOTE: If work is interrupted for a holiday or weekend, it is not a demobilization.

6. The straight time rates shall be charged in accordance with the contractor's normal workweek. (A workweek, at a minimum, shall be 40 hours). The contractor will only be reimbursed for actual hours worked.

7. (a) Overtime shall be charged when time worked by a contractor's employee is in excess of the employee's normal workweek and contractor's established payment practices except for exempt (salaried) employees. Reimbursement of allowable overtime is contingent upon the contractor having actually paid such overtime to employees. Overtime shall be charged only when it has been approved in advance by the contracting officer or on-scene coordinator.

(b) An overtime hourly fixed labor rate shall be proposed for each labor category eligible for overtime. The overtime loaded hourly fixed labor rate **shall not** be calculated at 1.5 times the fully loaded straight time rate. The overtime rate shall be calculated at 1.5 times the base unloaded wage rate

plus any additional costs associated with the increase in wages such as payroll taxes. There **shall not** be any additional amount associated with other indirect cost or profit.

8. When an individual employee's normally assigned category of labor is higher than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the function that the employee is performing (e.g. chemist who is performing the duties of a laborer shall be charged at the fixed rate for a laborer during the period of time he/she is performing these duties).

9. When an individual employee's normally assigned category of labor is at a rate lower than the function he is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee (e.g. laborer performing the duties of a truck driver shall be charged at the labor rate for a truck driver only if the employee is paid by the contractor at the rate of a truck driver). If the employee is not paid at the higher rate, the contractor shall only bill at the rate of the employee's normally assigned category of labor. The employee must meet the qualifications set forth in the contract for the labor category being performed.

10. In the event that on-going work on-site is interrupted at any time due to inclement weather, unsafe condition, or other conditions beyond either the control of the contractor or the control of the Government, as determined by the on-scene coordinator after consulting with the response manager, EPA will not pay the contractor for any labor costs during such interruptions; that is, EPA will not reimburse the contractor in excess of those hours actually worked on the site. The contractor shall not be reimbursed for standby.

B.8 EQUIPMENT

1. The quantities specified in Clause B.2, Fixed Rates For Services - - Indefinite Delivery/Indefinite Quantity Contract, heretofore known as the 'schedule' are estimates only. The estimated quantity for each line item may be greater or less than the amount specified as long as the contract ceiling is not exceeded.

2. All manufacturer's or brand names are included for reference purposes only. Equivalent, "or equal", manufacturer or brand name equipment items are acceptable.

3. Equipment rates set forth in the schedule shall be inclusive of all expenses including operation and maintenance costs, depreciation and any other acquisition costs, repair costs, fuel and profit. All equipment shall be charged at the daily rate. The equipment rates shall apply to equipment whether the equipment is rented or owned by the contractor. The rates are exclusive of operators. All equipment shall be provided in good working order and ready for use prior to start of work (equipment maintenance and fueling shall be performed during non-working hours); routine maintenance and any repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. No charges shall be made to the Government for repairs, maintenance or labor costs/hours performed on or off-site. No charge for equipment usage shall be allowed during equipment "downtime" for fueling, repairs, maintenance, etc. Equipment will be paid at

the daily rate only when it is used on that date for its intended purpose. There are occasions when equipment will be paid at the daily rate when it is not used on the date for its intended purpose, such as when the equipment is idle awaiting sample results or due to weather delays. Payment in these instances will only be when it is approved in advance by the OSC or CO. Equipment items that are not listed in the schedule shall be provided and reimbursed at cost, as an other direct cost item. Repairs or maintenance necessitated by extraordinary circumstance beyond the control of the Contractor and outside the normal course of doing business and not due to negligence or carelessness on the Contractor's part, may be allowed as a direct charge at the discretion of the OSC and/or Contracting Officer. This approval by EPA must be documented on the 1900-55 or other mechanism verifying approval. In such cases, damaged equipment will be evaluated based on the following general guidelines: 1) issues raised by the Contractor prior to damage or actual usage, 2) extraordinary circumstances/conditions, 3) emergency conditions, and 4) carelessness/negligence.

4. The contractor shall coordinate with the OSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle time.

5. If after the OSC informs the contractor that the equipment is no longer needed at the site and the contractor elects for his own convenience to store the equipment on-site, the equipment shall not be charged to the contract.

6. When the contractor elects to remove an item of equipment from the site, (i.e. weekends, holidays) during the period of performance of the task order, such removal shall be permitted subject to the consent of the OSC provided that the equipment is returned to its location for use when required by the OSC. No charges shall be incurred by the Government while the equipment is off-site.

7. Mobilization/Demobilization

a. For the purposes of this contract, mobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, leaves the Contractor's primary mobilization point. Demobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, is returned to the Contractor's primary mobilization point. The mobilization and demobilization charges shall be reasonable (based on the location of the site to the Contractor's mobilization point) and shall not exceed 48-hours.

b. The contractor's primary mobilization point for equipment will be determined by the location of each individual task order. The contractor agrees to make every effort to mobilize equipment from the nearest available location to the cleanup site. However, in no event shall the charge for mobilization from outside Region 5 exceed what the charge for mobilization point within Region 5. Once, mobilized, the contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such items.

The contractor's primary mobilization point is: _____ .

NOTE: If work is interrupted for a holiday or weekend, it is not a demobilization.

8. The contractor will only be reimbursed for the equipment item that meets the EPA's minimum needs. For example, if the EPA requires, a two-wheel drive pickup truck, and the contractor provides a four-wheel drive pickup truck, the contractor will only be reimbursed at the fixed rate for a two-wheel drive pickup truck. For RCMS purposes, the contractor will enter the hours utilized for the equipment item under the RCMS Number for a two-wheel drive pickup truck.

Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the contractor shall prorate the daily rates based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal actions sites are defined as sites within a 100-mile radius of the original site.

9. No standby rates are authorized under this contract. The EPA will not order equipment to be on-site or off-site, in a standby manner.

B.9 MATERIAL / OTHER DIRECT COSTS

1. The amounts specified in the schedule for materials and other direct costs are estimates only. The estimated amount for materials and other direct costs may be greater or less than the amounts specified as long as the maximum contract ceiling amount for the period is not exceeded.

2. The material and other direct costs estimates contained in the pricing schedule are based upon the following types/examples (not all inclusive) of items which are inherent to adequate contract performance:

Materials: containers, building materials and supplies, fill material, bulk chemicals, disposable protective equipment, decontamination materials and restoration materials, etc.

Other Direct Costs: permits and fees, utilities, relocation of residences, in accordance with the Statement of Work.

3. (a) Other Direct Costs (ODCs) are items which are allowable direct costs to the contract for which EPA may reimburse the contractor. ODCs will be treated in accordance with the **FAR Clause entitled "Allowable Cost and Payment" (FAR 52.216-7)**. Such items shall be charged in accordance with the contractor's established and accepted accounting practices.

(b) The Contractor shall not direct charge items that are included in their indirect cost structure in accordance with the contractor's accounting system. This includes items normally part of their inventory.

(c) Notwithstanding the items shown in Attachment 1, entitled Response Equipment, these items are expected to be included in the contractor's inventory, for any individual Task Order which is of unusual magnitude or circumstances, the contractor may request the Contracting Officer to approve

direct reimbursement of a specific item for that Task Order only.

B.10 SUBCONTRACTS

1. The amount specified in the schedule for subcontracts is an estimate. The estimated amount for subcontracts may be greater or less than the amount specified as long as the maximum contract ceiling amount for the period is not exceeded.

2. The subcontract estimates are based on the following types of subcontracts inherent to adequate contract performance:

Analytical services, equipment (other than that identified in Section (B), guard service, transportation and disposal, backfill, debris removal, fencing, site restoration, etc.

B.11 TRAVEL

1. Travel is included in the schedule as part of the estimate for other direct cost.

2. The contractor will be reimbursed for allowable and allocable travel costs in accordance with the Federal Travel Regulations and Part 31.205-46 of the Federal Acquisition Regulation. The contractor will only be reimbursed for their employees' travel costs (i.e., lodging and meals and incidental expenses) up to the maximum amount allowed by the Federal Travel Regulation for the location of the cleanup site. The contractor shall obtain approval from the Contracting Officer prior to paying any rate for lodging that is higher than the maximum rate specified in the Federal Travel Regulations. In accordance with Federal Travel Regulations, a per diem allowance shall not be allowed when the period of travel is less than 12 hours. In the performance of necessary travel allocable to a particular task order, the contractor shall use the least expensive means available to the extent consistent with the emergency nature of the required response times of each response action.

The contractor shall furnish to the contracting officer, documentary proof of every travel expenditure that exceeds \$75.00, including receipts for common carrier transportation expenditures and hotel receipts. The contractor shall submit these receipts with the 1900-55.

The contractor may elect to reimburse its employees for meals and incidental expenses on a per diem basis, and the contractor will be reimbursed for such payments, provided the employees are actually paid on a per diem basis. In no event shall the reimbursement be more than what is paid to the recipient employee.

To the maximum extent practicable, consistent with travel requirements, the contractor agrees to use discounted air transportation and hotel/motel rates and services provided through available Government/corporate discount air fares and lodging rates for bona-fide employees' travel that are otherwise reimbursable as a direct cost pursuant to this contract and when use of such rates results in the lowest overall cost. The contractor shall submit requests, including pertinent information, for specific authorization to use these rates to the contracting officer.

3. Consistent with the expected duration of the site, the contractor shall ensure to the maximum extent practicable, that lodging is secured on "other than a daily rate basis" so that maximum quantity and term discounts are achieved.

Further, on long term sites, to the maximum extent practicable, the contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of greater than sixty days. When this is accomplished, subsistence will be reimbursed in accordance with the Federal Travel Regulations.

Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

4. Nothing in this clause shall authorize transportation or services which are not otherwise reimbursable under this contract.

5. In the event of any inconsistencies between this clause and the FAR Part 31.205-46, the FAR clause takes precedence.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications which is Attachment 2 in Section J.

The Contractor shall perform work under this contract only as directed in Task Orders issued by the individuals authorized in Clause G.1.

C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.3 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials.

(Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to U.S. Environmental Protection Agency, Norvelle Merrill-Crawford, Contracting Officer, Acquisition Section (MCC-10J), 77 W Jackson Blvd., Chicago, IL 60604-3590.

C.4 INCORPORATION OF CONTRACTOR'S PLANS

The following contractor's plans submitted in its proposal dated (see below) are incorporated into the contract by reference:

Contractor's Organizational Conflict of Interest Plan

Quality Management Plan

Quality Assurance Project Plan

Corporate Health and Safety Plan

Professional Employees Compensation Plan

C.5 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.

8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

SECTION D - PACKAGING AND MARKING

D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)

The contract number and task order number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[✓]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
[]				
[]				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
[] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
[X] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 05/06] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 05/06] See www.epa.gov/quality
[] Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
[] Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, N/A. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract

[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract
[] Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[] Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[] Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
[] Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
[] Other Equivalent:		[] award of contract [] issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, N/A. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the OSC is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed as specified in task orders.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) ALT II (APR 1984) DEVIATION

The Contractor shall prepare and deliver the below listed reports to the designated addresses. The Contractor shall deliver to the Contracting Officer only a copy of the transmittal letter, where indicated, for each report submitted. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are:

1. Contractor Daily Cost Report (EPA Form 1900-55)

a. Type: Final

b. Title: Contractor's Daily Cost Report (EPA Form 1900-55)

c. Content Requirements: Estimated or actual daily usage and cost information on personnel, equipment, materials, sample analysis, transportation, disposal, subcontract charges, travel and subsistence, and miscellaneous and other direct costs. The Daily Contractor Cost Report, EPA Form 1900-55, shall be generated using the EPA developed Removal Cost Management System (RCMS) and the data set forth in this paragraph. A draft EPA Form 1900-55 shall be generated by the contractor and reviewed and finalized by the OSC/RPM. If electronic power and/or a computer are not available, the contractor shall submit handwritten 1900-55s to the OSC. All handwritten Daily Cost/Receiving Reports must be entered into RCMS within five (5) working days.

Within 60 calendar days of the completion of each task order, the contractor shall have entered into RCMS all costs incurred, but not previously recorded into RCMS. All estimated costs, sometimes referred to as "pending", shall be finalized by the contractor and a 1900-55 submitted to the OSC within 75 calendar days after site activity completion or final disposal of the wastes, whichever is later. All invoices shall be generated from the contractors'

accounting system.

d. Distribution:

1. OSC/RPM (on-site) original signed document
2. Contracting Officer signed copies of 1900-55s with the Contractor's invoice.

e. Delivery Schedule: Onsite - The contractor shall provide a copy to the OSC at the end of each work day, or no later than noon the following day. The contractor may submit a monthly 1900-55 to capture pending bills being finalized after demobilization from the site within 90 days.

f. Number of days Government has to review/approve: OSC reviews and signs 1900-55s daily, while on site. When off site, the OSC will review/approve 1900-55s within 15 calendar days of receipt.

2. CERCLA Off-Site Disposal Report

a. Type: Final

b. Title: CERCLA Off-site Disposal Report

c. Content requirements: Refer to the following:

1. Superfund site name/State/CERCLIS SSID number:		
2. Type of action (Check two)	<input type="checkbox"/> Removal <input type="checkbox"/> Remedial	<input type="checkbox"/> Fund-financed <input type="checkbox"/> PRP -financed
3. Type (check one) and form (check one) of waste; if more than one type, attach separate sheets for this and remaining questions for each type:	Type: <input type="checkbox"/> solvents dioxins/furans <input type="checkbox"/> cyanides heavy metals <input type="checkbox"/> (specify metals) <input type="checkbox"/> acids <input type="checkbox"/> PCBs <input type="checkbox"/> soil and debris <input type="checkbox"/> halogenated organics <input type="checkbox"/> other RCRA-listed hazardous <input type="checkbox"/> waste (specify) <input type="checkbox"/> non-hazardous or de-listed wastes	Form: <input type="checkbox"/> wastewater liquid waste <input type="checkbox"/> organic sludge (> 1% total solids) <input type="checkbox"/> inorganic sludge (<1% total org. carbon) <input type="checkbox"/> contaminated soil and debris <input type="checkbox"/> solid or solidified wastes (specify

4. Quantity of waste:	<input type="checkbox"/> cubic yard (CY) <input type="checkbox"/> gallons (gal) <input type="checkbox"/> drums	<input type="checkbox"/> tons/lbs <input type="checkbox"/> lab packs
5. Range, average, and/or representative concentrations of the contaminants of concern:		
6. Pre-treatment of waste before transportation:	<input type="checkbox"/> precipitation <input type="checkbox"/> solidification <input type="checkbox"/> stabilization	<input type="checkbox"/> neutralization <input type="checkbox"/> fixation <input type="checkbox"/> other
7. Receiving RCRA facility name/location/I.D. number/units		
8. Receiving Region		
9. Receiving Region Off-site Contact (RROC):	Name:	Date:
10. Date(s) of Shipments Date disposal is completed/facility signs manifest for receipt of final shipment):		
11. Pre-treatment of waste at site before final treatment or disposal:	<input type="checkbox"/> precipitation <input type="checkbox"/> solidification <input type="checkbox"/> stabilization	<input type="checkbox"/> neutralization <input type="checkbox"/> fixation <input type="checkbox"/> other
12. Final method of treatment or disposal/unit receiving:	<input type="checkbox"/> precipitation <input type="checkbox"/> incineration <input type="checkbox"/> land treatment <input type="checkbox"/> recovery/re-use	<input type="checkbox"/> neutralization <input type="checkbox"/> landfill <input type="checkbox"/> injection <input type="checkbox"/> other
13. If waste was landfilled:	What disposal cell number or location?	Type of liner in cell? (e.g. PVC, clay, hypalon)
14. Cost of activities:	<input type="checkbox"/> treatment/disposal cost per unit _____; <input type="checkbox"/> treatment/disposal cost per unit _____; <input type="checkbox"/> total cost based on treatment/disposal only _____ (no transportation cost); <input type="checkbox"/> transportation cost per unit _____ total cost for transportation only.	

d. Distribution: OSC/RPM

e. Delivery Schedule: Report to be completed by contractor and received by OSC/RPM within 10 calendar days after disposal has been completed at each site.

3. Contractor's Final Site Report

a. Type: Final

b. Title: Contractor's Final Report

c. Content Requirements: This report shall detail all task order costs, and list labor, equipment, materials, subcontractors, and other items or services delivered. This report shall describe response approaches used, any problems encountered and solutions used, waste disposition and amounts.

d. Distribution:

- (1) OSC Draft & Final
- (2) PO
- (3) CO

e. Delivery Schedule: Draft report to be received within thirty (30) days after the conclusion of the on-site work. Final report to be received within thirty (30) days of the receipt and incorporation of EPA comments.

f. Number of days Government has to review/approve: Thirty (30) days from receipt for both the draft and final reports.

4. Year-end Report

a. Type: Final

b. Title: Year-end Report

c. Content Requirements: Narrative and cost summary of the activities performed and planned for completion under the contract during the twelve (12) month period being reported. The report shall include an assessment of the overall contract program, recommendations for improving the effectiveness of the program, and a summary of all removal actions taken, including technical and financial information.

d. Distribution:

- (1) PO
- (2) CO

e. Delivery Schedule: Within thirty (30) calendar days following the end of each contract year.

5. Monthly Contract Status Report

a. Type: Final

b. Title: Monthly Contract Status Report

c. Report Requirements: Highlights of all contract activities (technical and financial) during the month being reported and activities anticipated during subsequent reporting periods. This report shall include a description and status of all active task orders including project summary, monthly work

progress, percent of work completion, problems or unique situations encountered and corrective actions taken, and changes in personnel associated with each task order. This report shall provide a graphic presentation of labor, equipment and other direct cost expenditures. This report shall provide a graphic presentation of the contract expenditures versus the minimum and maximum contract amounts. The report should include the status of contract deliverables such as CERCLA offsite reports, final site reports, etc. This report shall also provide the following cumulative data for each task order:

1. Funds obligated.

2. Estimated or actual costs by dollar and percentage for all cost categories associated with personnel, equipment, materials, subcontracts, or any other service or supplies provided. This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

d. Distribution:

(1) Project Officer (2 copies, 1 bound double-sided and 1 unbound single-sided)

(2) Contracting Officer

e. Delivery Schedule: On or before the 15th day following the month being reported.

6. Quality Assurance Program Plan

a. Type: Draft and Final

b. Title: Quality Assurance Program Plan

c. Content Requirements: A quality assurance program plan has to conform to the requirements outlined in Attachment 2 (Statement of Work).

d. Distribution:

(1) Project Officer (2 Copies, 1 bound double-sided, 1 CD)

(2) Regional QA Officer, (1 bound, double-sided)

e. Delivery Schedule: Within fifteen (15) calendar days following award of this contract.

f. Number of days Government has for review/approval: Ninety (90) calendar days.

7. Quality Assurance Project Plan

a. Type: Final

b. Title: Quality Assurance Project Plan

c. Content Requirements: A quality assurance program plan has to conform to the requirements outlined in Attachment 2 (Statement of Work).

d. Distribution: OSC on-site

e. Delivery Schedule: Report to be received prior to commencing response action for a particular site.

8. Health and Safety Plan

a. Type: Final

b. Title: Health and Safety Plan

c. Content Requirements: Conforms with 29 CFR 1910.120 and covers, but is not limited to, three major areas: (1) the site itself, including any geographic hazards which may exist, (2) the materials/chemicals involved, including nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

d. Distribution: OSC on-site (1 bound, single-sided, hard copy)

e. Delivery Schedule: Report to be received prior to commencing response action for a particular site.

9. Site Specific Work plan

a. Type: Final

b. Type: Site Specific Work plan

c. Contents requirements: Written work plan to be completed after initial on-scene survey. This work plan shall define the types and quantities of clean-up personnel, equipment and materials needed, proposed project schedule by subtask, and the estimated cost.

d. Distribution

- (1) OSC
- (2) PO
- (3) CO

10. Site Progress Report

a. Type: Final

b. Title: Site Progress Report

c. Content: This report is an "operational" summary of work performed and work accomplished. It indicates amount of material treated or removed from a site, transportation and disposal methods used, and sampling and analytical monitoring data. It also provides information on personnel and equipment utilized. It may contain information on estimated or actual costs to date, if requested by the OSC/RPM.

d. Distribution: OSC on-site

e. Delivery Schedule: Daily, weekly or bi-weekly progress reports as specified by the OSC/RPM.

11. Special Report

a. Type: Final

b. Title: To be specified by the Contracting Officer.

c. Content Requirements: To be specified by the Contracting Officer.

d. Distribution: To be specified by the Contracting Officer.

e. Delivery Schedule: To be determined

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from the date of award and shall continue in effect through a base period of three (3) years after award unless terminated in accordance with other provisions herein.

Upon award of Award Term I, the period of performance of this contract shall extend from the expiration of the Base years through 24 months thereafter.

Upon award of Award Term II, the period of performance of this contract shall extend from the expiration of Award Term I through 24 months thereafter.

F.5 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish two(2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232.70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

1 copy	Project Officer
	U.S. Environmental Protection Agency (SE-5J)
	Superfund Division/Response Section 3
	77 West Jackson Blvd
	Chicago, IL 60604

1 copy Contracting Officer
 U.S. Environmental Protection Agency (MCC-10J)
 Resource Management Division /Acquisition Section
 77 West Jackson Blvd
 Chicago, IL 60604

F.6 ELECTRONIC SUBMISSION OF DELIVERABLES

(a) The Contractor shall submit deliverables in accordance with the instructions provided below. The administrative and technical deliverables shall be submitted separately in electronic format and will be packaged in accordance with standard commercial practice for ADP software. The electronic packages shall be labeled to indicate the following information:

- 1) Name of Deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Tasking Document Number
- 5) Date Written
- 6) Indication of Draft or Final Version
- 7) Sequential Number of Electronic Package

(b) For each deliverable, data shall be separated by category and submitted on electronic packages compatible with the following categories:

<u>Data Category</u>	<u>EPA Standard Applications</u>
1) Narratives	Microsoft Word
2) Spreadsheets	Microsoft Excel
3) Data Management	Lotus Approach
4) E-mail/Groupware	Lotus Notes
5) Graphics	Microsoft PowerPoint

(c) All data or documents submitted in accordance with this clause shall be compatible with the software applications as used by EPA at the time of submission or as directed by the Contracting Officer. The electronic files shall be appropriately labeled with file extensions identifying the software such as .doc for Microsoft Word.

(d) The internet does not provide for secure data transmission via e-mail. The Contractor should use an encryption system, such as provided in Lotus Notes or compatible system, to transmit sensitive information to the government.

**F.7 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 52.210-150)
(JUN 1991)**

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

**EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS**

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum % Waste Paper
NEWSPRINT			40
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50
Envelopes			50
Form bond including computer paper and carbonless			50
Book papers			50
Bond papers			50
Ledger			50
Cover stock			50
Cotton Fiber papers	25		50
TISSUE PRODUCTS:			
Toilet tissue	20		
Paper towels	40		
Paper napkins	30		
Facial tissue	5		
Doilies	40		
Industrial wipes	0		

UNBLEACHED PACKAGING:	
Corrugated boxes	35
Fiber boxes	35
Brown papers (e.g. bags).....	5
RECYCLED PAPERBOARD:	
Recycled paperboard products	80
Pad backing	90

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING-BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing Task Orders (TO's) on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract.

In addition to the Contracting Officer, Norvelle Merrill-Crawford, the following individuals are authorized ordering officers:

Contracting Officers With Unlimited Ordering Authority:

Claudea L. Heise	(312) 353-8989
Lisa M. Smith	(312) 886-6876
Parveen K. Vij	(312) 353-1173
Nadine Kijak	(312) 886-6581
Charles Foss	(312) 886-7192

In a catastrophic event, when the Contracting Officer is unavailable, the contractor may be directed to respond by one of Region 5 warranted OSCs listed at the following URL who are authorized to utilize this contract:

<http://www.epa.gov/oamsrpd/ersc/osc>

(b) A Standard Form 30 will be the method of amending task orders.

(c) The contractor shall acknowledge receipt of each order and shall prepare and forward to the OSC with a copy to the Project Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Project Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Project Officer and Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and three (3) copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 SITE SPECIFIC INVOICING INSTRUCTIONS

The monthly and annual general requirements for site specific invoicing are contained in Attachment 4, Site Specific Invoicing Instructions.

G.4 ERRS INVOICE REQUIREMENTS

(a) Notwithstanding the requirements of the Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUNE 1996)," separate invoices must be submitted for each task order issued under this contract. Invoices for payment shall be submitted in an original and three(3) copies distributed in accordance with the instructions set forth below and shall include the contract number, order number, accounting and appropriation data as set forth in each task order, description of services, and the amount of payment requested. Each invoice submitted for a particular task order shall be numbered consecutively.

(b) In addition to the special requirements described below, all invoices for payment under any task order shall be accompanied by a summary of costs, for other than fixed rate items, claimed by major cost element: labor, equipment usage, sampling/analysis, transportation, disposal, travel and subsistence, materials, subcontracts, and any other charges. Invoices must be broken down further as follows:

(1) Each invoice shall contain a "Cost Summary Report" which will give current and cumulative totals listed by major cost element category.

(2) A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall have the changes for each major category listed by date with daily totals and separately show costs for each corporate entity providing cleanup services on the site. Costs incurred off-site which do not fall within the purview of the Program Manager should be clearly identified (i.e., decontamination of Contractor-Owned Equipment). Hours charged against a project by ERRS management personnel or work performed at the contractor's office must be clearly identified.

(3) Invoices are to include "Project Daily Detail" sheets with each line item listed giving a description, source of item, quantity, unit of measure, dollar rate and total for the day. There shall be a subtotal for each major category and a total of charges for the day. The "Project Daily Detail" sheets shall be consistent with EPA Form 1900-55's prepared each day with any difference explained fully by individual line item.

EXCEPTION: Where only maintenance activity is occurring at a site (e.g. bottled water, site security, etc.), a monthly EPA Form 1900-55 may be submitted in lieu of the Project Daily Summary and the Project Daily Detail Sheets.

(4) An "Equipment Usage Log" shall be included with each invoice giving the dates that each piece of equipment was utilized during that billing period and its source and unique identification number (i.e., serial number) for those equipment items billed at fixed rates as identified in the Schedule and for those other items of equipment for which OSC assigned rates have been established in anticipation of fixed rates being negotiated into the contract or task order. Items using OSC assigned rates must be clearly identified.

(5) A Materials/Other Direct Costs/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. This Log shall also identify the material handling charge, if applicable, associated with materials purchased and/or provided at cost. Subcontract services provided at the fixed rates listed in Section B of the contract should be excluded.

(6) Copies of hotel receipts are required to be submitted by the Contractor along with monthly invoices. Lack of hotel receipts shall result in the suspension of unsupported amounts until the hotel receipts are provided.

(7) The invoice module shall be used on the Removal Cost Management System (RCMS). The contractor shall commence using that program and format, with appropriate company modifications, to submit invoices under this contract. NOTE: All invoices shall be generated from the contractors accounting system. All billed costs shall be reconciled to the contractor's job cost system on a quarterly basis.

(8) Final invoices for costs other than transportation and disposal must be received with 120 days after site work is completed unless a longer period of time is preauthorized by the OSC. Final invoices for costs associated with transportation and disposal shall be submitted within 120 days after the transportation and disposal has been completed unless a longer period of time is preauthorized by the OSC.

(c) Distribution shall be as follows:

(1) The original of each invoice to the Finance Office specified in Block 21 of OF 347, Solicitation, Offer and Award, of this contract.

(2) One copy of each invoice to the OSC accompanied by readable copies of the Contractor Daily Cost Reports (EPA Form 1900-55) and other documentation (i.e., sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested. This copy shall

include, on the reverse side or in an attachment thereto, the following statements:

CONTRACTOR CERTIFICATION

I hereby certify in accordance with FAR 52.232-7 that all costs included in this invoice have been paid by (insert Contractor Company Name) prior to submitting the invoice to EPA for payment.

Date

Name and Title of Signer with
Authority to Bind the Company

ON-SCENE COORDINATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

Date

On-Scene Coordinator

(3) One (1) copy of the above certifications to the ERRS Project Officer listed in the Section G clause entitled, "CONTRACT ADMINISTRATION REPRESENTATIVES."

(4) One (1) copy of each invoice to the ACO listed in the Section G clause entitled, "CONTRACT ADMINISTRATION REPRESENTATIVES." This copy shall be accompanied by readable copies of the Contractors Daily Cost Reports (EPA Form 1900-55). A copy of the certification required above shall also accompany this copy of each invoice.

As requested by the CO, the contractor shall be required to provide copies of other documentation (sales receipts, charge tickets, invoices, etc.) to substantiate any costs for which reimbursement is requested.

(d) When a Project Officer (PO), Contracting Officer (CO), or a Contracting Officer's Representative (COR) identifies costs in a voucher that are to be suspended or disallowed, the Form 1900-68 is used to identify those costs, the associated reasons, and to communicate the action to all necessary parties. The PO, CO, and /or COR must fill out the Form 1900-68 explaining the suspended amount, sign and date the Form and send it to the contractor. The contractor must fill out the acknowledgment of the receipt on the applicable area on Form 1900-68 and return a copy of it to the PO, CO, or COR who made the suspension. The contractor shall provide the CO a copy of all acknowledgment Form(s) 1900-68. (A copy of Form 1900-68 may be requested from the CO, PO or COR.)

(1) A Summary of Comments Report listing in date chronology all adjustments affecting the daily costs. All costs incurred off site, including the contractor's office, shall be addressed by a comment. The comment shall also include a brief description of the work performed.

(2) A Pending Cost Report showing outstanding charges yet to be invoiced.

(3) The contractor shall voucher no later than the time frames listed below between completion of tasks under this contract and submission of invoices:

PRIME CONTRACTOR - no later than 30 days after the costs are incurred.
TEAM SUBCONTRACTOR (if applicable) - no later than 60 days after the costs are incurred.
OTHER SUBCONTRACTORS - no later than 90 days after the costs are incurred.

If the contractor is unable to submit costs within the required time frame, it must place a notice in the "Pending Cost Report" of the type, approximate amount and the reason(s) for the inability to make timely submission.

G.5 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or

any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.6 FIXED RATE WITHHOLDING

Contradictory to G clause entitled, Payments - - Fixed rate Services Contract paragraph (a)(2), the contracting officer will not withhold any funds.

G.7 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center - N/A
 Period - N/A
 Rate - N/A
 Base - N/A

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center - TBD
 Period - TBD
 Rate - TBD
 Base - TBD

G.8 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract: TBD

Administrative Contracting Officer(s) for this contract: TBD

Contract Specialist(s) responsible for administering this contract: TBD

G.9 DECONTAMINATION OF GOVERNMENT PROPERTY (EPAAR 1552.245-70) (APR 1984)

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government-furnished property or Contractor-acquired property is returned to the Government free from contamination by any hazardous or toxic substances.

G.10 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the task orders.

G.11 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION (JUN 2003)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

TBD

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

TBD

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated

much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required

records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a

complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each

vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA

Government property:

Contractor Identification/Tag Number;
 Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.12 GOVERNMENT FURNISHED PROPERTY

The Government contemplates furnishing the following property to one or more of the successful offerors under this solicitation:

(1) Air Trailer - A mobile air cascade system capable of refilling multiple SCBA tanks with air or allowing the user to be connected to a line. The trailer can be pulled with a heavy duty pick up truck.

(2) Mobile Command Post - The Region 5 Mobile Command Post is a 35' long 1989 Ford Diesel semi-truck. A permanently mounted 24' equipped office is used to respond to emergencies and natural disasters. The mobile command post requires a commercial driver's license.

(3) Springfield Belle - Region 5's mobile wastewater treatment system is a 43' long trailer built in 1993 to give basic water treatment in an emergency or time critical time frame. The trailer needs to be deployed by a tractor and requires either 3-phase power or a generator to operate.

To determine which contractor(s) will receive the listed property, the Government will issue a competitive task order after contract award.

G.13 DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT

With regard to equipment provided by the Contractor, the On-Scene Coordinator (OSC) may direct that such equipment be decontaminated at the site of the removal. Labor charges and charges for decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts directed by the Government will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in the section B clause titled "Fixed Rates For Services--Indefinite Delivery/Indefinite Quantity Contract". Charges for the equipment while it is being decontaminated will not be allowable charges under this contract.

G.14 TASK ORDER SELECTION PROCESS

Three contracts will be awarded for emergency and rapid response services. Task orders will be placed with the contractor who has been determined to represent the most advantageous or greatest value to the Government based on the following criteria.

1. Past Performance under the contract.
2. Scope & Complexity of the work to be performed.
3. The expected duration and frequency of Task Orders.
4. The mix of resources a contractor must have to perform expected task order requirements.
5. Site location.
6. Available capacity.
7. Conflict of Interest.
8. Price/Cost.

Criteria are not listed in order of importance. The relative importance of each criterion will be determined at the time a requirement is received based upon that particular requirement.

The above procedure will be used to provide each contractor a fair opportunity to be considered for each order over \$3,000 which is issued under this contract. This is consistent with the requirements of Federal Acquisition Regulations (FAR) 16.505(b).

To the extent feasible, the Government will use available in-house information to evaluate each contractor for cost, proximity and past performance but may request such information, or additional information, from the contractor if deemed necessary. When applicable, each contractor will be contacted by the most reasonable and expeditious means available and requested to provide information orally and/or in writing concerning, at a minimum, technical expertise and experience in performing specific types of removal actions related to the proposed task order statement of work.

The method of evaluation for issuance of a task order, using some or all of the above noted criteria, will be tailored to the specific requirements of the proposed task and will be identified to the contractors if it is deemed necessary that additional information be requested from the contractors to determine which contractor should be selected to perform the work under the task order.

During the term of the contract, the Government will attempt to equally

distribute the work between the three contractors, unless it is determined to be in the Government's best interest to consider other factors such as a potential conflict of interest, contract capacity, location of contractor personnel and/or equipment, and/or contractor personnel expertise.

The government will evaluate the contractor's performance for each task order. The government will assesses and document the contractor's performance annually and throughout the life of this contract in accordance with the Quality Assurance Surveillance Plan. The task order evaluations will be assessed to determine an annual overall performance score. After the first year of contact performance, the contractor's annual overall performance score will also be added considered in distributing work.

G.15 SUBCONTRACT CONSENT APPROVAL LEVELS

(a)(1) The Contractor shall submit the information required by FAR clause 52.244-2, Subcontracts (AUG 1998) Alternate II, simultaneously to the On-Scene Coordinator (OSC) and Contracting Officer (CO) and obtain consent to subcontract from the OSC or CO in accordance with the following:

<u>Description</u>	<u>Action</u>	<u>Responsible Official</u>
Subcontracts under \$250,000 (Except as Stated Below)	Review & Consent	OSC
Sole Source Subcontracts over \$100,000 (Except Transportation and Disposal)	Review Review & Consent	OSC CO
Sole Source Transportation and Disposal over \$250,000	Review Review & Consent	OSC CO
Innovative and Emerging Alternative Technology (All Dollar Amounts)	Review Review & Consent	OSC CO
All Other Actions over \$250,000	Review Review & Consent	OSC CO

(2) Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An Innovative Alternative Technology may require field testing before it is considered proven and available for routine and/or site-specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than Innovative Alternative Technology, where performance research has not yet successfully passed laboratory or pilot testing.

(3) OSCs may authorize the contractor to proceed with placement of subcontracts, regardless of the dollar amount, in instances where CO consent cannot be obtained due to time constraints. Such action requires that a request for ratification be submitted to the CO within five working days in instances where the action exceeds the authority of the OSC as specified above.

(b) The contractor shall comply with the requirements as stipulated in FAR 52.244-2, Subcontracts, (AUG 1998) Alternate II (AUG 1998). Subcontract consent is **mandatory** for subcontracted tasks involving hot zones (all levels), indemnification, conflict of interest or safety training. The authority to consent to subcontracts is delineated in paragraph A herein. For the purposes of this clause, a hot zone is defined as a site area requiring personal protective equipment at any level.

(c) In instances where the subcontract exceeds the simplified acquisition threshold (\$100,000) or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed the simplified acquisition threshold, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition.

(d) The following are designated as "Team Subcontractors" in the contract:

TBD

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(e) Subcontract consent under this clause:

- (1) Subcontract consent given under this clause is conditional upon the prime contractor providing the required information to support the proposed subcontract;
- (2) A copy of the signed subcontract shall be sent to the OSC and CO within ten (10) working days of its execution;
- (3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;
- (4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;
- (5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;
- (6) EPA consent does not constitute a determination as to the acceptability of the subcontract price or the allowability of costs;
- (7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and
- (8) The Contracting Officer will act only in disputes arising under the prime contract, even if a subcontractor is affected by the dispute between EPA and the prime contractor.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in their course of business. This includes, but is not limited to, doing those environmentally-related activities and purchasing those products listed in Section J as Attachment 7 entitled Environmentally Preferable Practices. An environmental report is due annually.

H.2 REQUIRED STANDARD OF WORKMANSHIP

All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses and certifications required by law.

H.3 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.4 PRINTING (EPAAR 1552.208-70) (DEC 2005)

a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(

d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.5 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

The contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential

conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, that to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site.

H.6 TASK ORDERS

(a) Delivery or performance of the cleanup services of this contract shall be made only as authorized by task orders issued in accordance with Section G clause entitled ORDERING -- BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984).

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered through the issuance of individual task orders. All task orders issued will be for the services specified in each task orders, and will be in accordance with the fixed rates specified elsewhere in this contract.

(e) The Ordering Officer may issue a verbal order, to be followed up in writing within ten (10) working days of verbal notification with a confirming written task order.

(f) The OSC named in the task order will be responsible for the technical administration of the task order placed hereunder. The OSC does not have the authority to modify or change any terms and conditions of this contract. Any request for deviation from the terms and conditions of this contract or any task order issued hereunder must be submitted to the CO for contractual action.

(g) A separate OF-347 or other Agency prescribed form will be issued for each task order. Each task order will include:

(1) Date of the order, contract number, task order number, time of order (if verbally issued), name of the OSC responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of the order, required response time, and required completion date.

(2) Location of the site.

(3) The specific SOW related to the cleanup activity covered by the task order, any reports required, SCA/DBA applicability, and any other special technical requirements, instructions or clearances.

(h) The Contractor shall acknowledge receipt of each order in writing within one (1) week after its issuance date. Such acknowledgment shall be submitted to the CO responsible for administration of this contract.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, the Contractor shall immediately notify the CO within five (5) days or one-half (½) of the time specified for performance of the order, whichever is less, stating why the completion date is considered unrealistic.

(j) The ceiling amount for each task order will be the ceiling price stated therein, and constitute the maximum amount for which the Government will be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceeds the specified ceiling amount except at the Contractor's own risk. Any increase to the ceiling amount will be authorized in a written modification to the task order and will be a unilateral action by the Government.

(k) The contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs (including fixed rate items and items reimbursed at cost) that the Contractor expects to incur under a task order in the next 30 calendar days, when added to all costs previously incurred under the task order, will exceed 85 percent of the ceiling amount specified in the task order. For the purposes of this clause, the term "ceiling amount" shall include the ceiling amount of the task order inclusive of all modifications to the task order ceiling amount.

(l) Except as required by the other provisions of this contract which specifically cite and state that they are exceptions to this clause:

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the ceiling amount specified in the task order; and

(2) The Contractor is not obligated to continue performance under a task order (including actions under the Termination clause of this contract) or otherwise incur costs in excess of a task order ceiling amount, until the CO notifies the Contractor, verbally and/or in writing, that the task order ceiling amount has been increased.

(m) No notice, communication, or representation in any form other than that specified in subparagraph (b)(2) above, or from any person other than the CO, shall affect a task order ceiling amount. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the task order ceiling amount, whether those excess costs were incurred during the course of the task order or as a result of termination.

(n) Change orders and modifications shall not be considered an authorization to exceed the task order ceiling amount unless they contain a statement increasing the task order ceiling amount. If the ceiling amount of the task

order is increased, any costs the Contractor incurs shall be allowable, unless the CO issues a termination or other notice directing that the task order ceiling increase is solely to cover termination or other specified expenses.

(o) A Standard Form 30 will be used to modify all task orders and will be signed by the CO and, when applicable, the Contractor.

H.7 CLOSEOUT OF TASK ORDERS

(a) Within six (6) months after finalization of transportation and disposal costs or the completion of site work, whichever occurs last, the Contractor shall submit a written summary of all costs claimed to the Contracting Officer. Finalization of transportation and disposal costs is defined as the completion of disposal, not to exceed 120 days after completion of site work, unless otherwise approved by the OSC. Completion of site work is defined as final demobilization of the site and completion of the Final Site Report or when the final subcontractor's invoice is received by the Contractor, whichever is later. This summary shall contain the following information:

(1) Labor categories, total hours for each labor category, and total amounts claimed.

(2) Equipment categories, total daily usage for each equipment item, and total amounts claimed.

(3) List of materials used on site, total costs, and total material handling charge costs, if applicable.

(4) List of all other direct costs incurred and dollar value and the total cost for all other direct costs.

(5) List of all subcontracts and dollar value and the total cost for all subcontracts.

(6) Any suspended costs or other issues that have not been resolved.

The information provided should be in sufficient detail to permit the CO a complete understanding of all costs claimed. After receipt of this summary, the CO will negotiate the task order closeout with the Contractor as soon as possible.

(b) Upon completion of the negotiations, the CO will issue a written Notice of Closeout of Task Order on Standard Form (SF) 30, adjusting the labor hours by category, equipment usage by category, materials/other direct costs/subcontracts, the material handling charge, if applicable, and the total cost of the task order. The Contractor shall sign and return this notice within thirty (30) calendar days of receipt. If a negotiated agreement cannot be reached, the CO will determine the final total cost of the task order. This determination shall be final unless appealed. Any appeal submitted in response to this determination shall be processed in accordance with the provisions of the "DISPUTES" clause of this contract.

H.8 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.9 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.10 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICTS OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

**H.11 LIMITATION OF FUTURE CONTRACTING (ERRS) (EPAAR 1552.209-75) (APR 2004)
ALTERNATE I (DEC 2005) DEVIATION (APR 2004)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Superfund Technical Assistance and Removal Team (START); type activities (e.g., START contracts) to EPA within the Contractor's ERRS assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any START type activities (e.g., START contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform ERRS work.

(3) It will be ineligible for award of START type activities contracts for sites within its respective ERRS assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work, including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.12 CONTRACTOR DISCLOSURE REQUIREMENTS FOR FUTURE CONTRACTING REQUESTS

In accordance with the Limitation of Future Contracting clause, the Contractor shall, in submitting requests for consent for future contracting efforts, answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the contracting effort in question, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the Contractor who will forward them to the Contracting Officer. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the requests will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. Describe all aspects of the work to be performed and whether that work will impair or affect the company's objectivity in performing work on your EPA contract. Explain. Also address whether:

(a) The work to be performed involves matters which might require the company to formulate and express opinions on technical theories, or as to the principles which should be applied.

(b) The work involves searching land records for responsible parties or designing and working with documents and witnesses used or intended for use in litigation.

(c) If the company wishes to enter into a subcontract agreement and will perform only limited portions of the work, describe--in specific terms--the nature of the work to be performed by the company as a subcontractor and by the prime contractor.

2. If the company is bidding on site-specific work, list all of the site(s) involved (if possible).

(a) For each site, provide a specific address which notes the EPA region the site is in as well as the county and state where the site is located.

(b) If the site is known by several different names, list each of those names.

3. If the work is not site-specific, at what facility is it projected the majority of the work will be conducted?

4. What is the estimated dollar amount and period of performance of this future contracting effort?

5. With whom has this future contracting effort been discussed (include EPA personnel, legal advisors, etc.)?

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this request for future contracting consent.

H.13 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(I) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.14 DATA STANDARDS FOR THE TRANSMISSION OF LABORATORY MEASUREMENT RESULTS (EPAAR 1552.211-80) (OCT 2000)

This contract requires the transmission of environmental measurements to EPA. The transmission of environmental measurements shall be in accordance with the provisions of EPA Order 2180.2, dated December 10, 1987, which is incorporated by reference in this contract. Copies of the Order may be obtained by written request to: Office of Information Resources Management, Information Management and Systems Division, Mail Code (3404), Ariel Rios Building, 1200 Pennsylvania Avenue, NW, Washington, DC 20460.

H.15 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size

standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.16 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.17 AWARD TERM INCENTIVE GUIDANCE

(a) General. This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with Attachment 10 entitled Award Term Incentive Plan provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the Award Term Availability of Funds clause. The Contracting Officer is responsible for the overall award term evaluation and award term decision. The contracting officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability.

(b) Right not to grant the award term incentive.

(1) The Government has the right not to grant the award term incentive periods if:

(I) The Contractor has failed to achieve the minimum performance measures for the corresponding evaluation period, or

(ii) The Government notifies the contractor in writing it does not have funds available for the award term incentive periods; or

(iii) The Government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.

2. When an award term incentive period is not granted any subsequent award term periods will not be granted.

(c) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (b) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(d) Award Term incentive administration. The award term incentive evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive Plan (Attachment 10). The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.

(e) Review process. The Contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

H.18 AWARD TERM AVAILABILITY OF FUNDS

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives written notice from the Contracting Officer that funds are now available for the award term.

H.19 POST AWARD CONFERENCE

A post-award conference shall be held within thirty (30) calendar days after contract award. The post-award conference shall not be a substitute for the contractor's fully understanding the work required at the time offers are submitted, nor is it to be used to alter the final agreement arrived at in any negotiations leading to contract award.

H.20 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)

As authorized by FAR 4.502, the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the

electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only: contract level modifications, task orders and task orders modifications.

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

H.21 CONTRACTOR PERFORMANCE DISCUSSIONS

The Government will schedule mandatory annual meetings at the EPA Regional office to discuss contractor performance and contract management issues. The Government reserves the right to initiate intermittent performance/contract management meetings as situations warrant during performance of the contract. These meetings will be coordinated by the Project Officer and shall require attendance by the Contractor.

H.22 SUBMISSION OF 3RD PARTY INSURANCE CERTIFICATES

Within 90 days of contract award, the contractor shall submit copies of their insurance certificates for the coverages identified in the section "H" clause entitled, " INSURANCE - LIABILITY TO THIRD PERSONS (EPA 1552.228-70) (OCT 2000)". Certificates will be evaluated on a pass/fail basis by the contracting officer.

H.23 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.24 LIMITATION ON FIXED-RATE EQUIPMENT CHARGES (EP 52.231-310) (APR 1992)

(a) The charges for a specific Contract Line Item (CLIN) under a delivery order shall be limited to the average acquisition cost for all like items in the contractor's inventory at the time of contract award and shall remain fixed for the entire period of the contract. Proposed increases in the average acquisition cost due to acquisition of additional equipment shall be subject to reconsideration by the Government at the end of each year of the contract for the next year of the contract. The average acquisition cost shall be made available to the OSC for use in the Removal Cost Management System (RCMS) prior to any charge being entered into the RCMS for that CLIN.

(b) Once the average acquisition cost for a CLIN has been equaled in charges to the delivery order no additional charges for use of that CLIN shall be allowed until a rate representing the contractor's ongoing costs for maintaining the equipment has been agreed to. Such cost may include such charges as maintenance, storage, licenses, taxes, applicable indirect costs, and profit. The contractor's proposal for a rate to cover maintenance costs shall be submitted to the contracting officer when the charges to the delivery order for that CLIN at the fixed-rate equal 85% of the average acquisition cost for that particular CLIN.

(c) Where two items of the same CLIN are being used simultaneously on the same delivery order, the limitation shall be the number of items times the average acquisition cost for the CLIN.

**H.25 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR
1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(I) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(c) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.26 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (I) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.27 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all

of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

H.28 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.29 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.30 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential and shall not be disclosed to anyone other than Environmental Protection Agency employees or to the Department of Justice without the prior written approval of the Contracting Officer or the Contracting Officer's Representative (COR). Nor shall any such data be used

for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H.31 ACCESS RIGHT AND ACCESS AGREEMENTS

The Government, with assistance and cooperation from the Contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

H.32 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (MAR 2001) DEVIATION

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To Agency contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising and representing the Agency or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ("Potentially Responsible Parties") for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To other Agency contractors who, for purposes of performing the work required under their respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136

et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.)

(6) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To the Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the General Accounting Office, boards of contract appeals, and the courts in the resolution of solicitation or contract protests and disputes;

(10) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions, for the Agency; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall only be released under subparagraphs (1), (2), (3), (4), (5), (6), (7), or (10) pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR 1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.33 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.34 KEY PERSONNEL (EPAAR 1552.237-72) (FEB 1995)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager

Response Manager

Transportation and Disposal Coordinator(s)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.35 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.36 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.37 GOVERNMENT - CONTRACTOR RELATIONS (JUN 1999) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 10 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(I) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.38 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.39 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.40 STOP WORK ORDER FOR INDIVIDUAL TASK ORDERS

A. A Contracting Officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part of the work called for by any task order issued under this contract for a period not to exceed fourteen (14) calendar days after the receipt of the order by the contractor. During emergency response actions, a designated Ordering Officer may also require the contractor to stop all, or any part of the work as stated above. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such Stop Work Order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

B. When the Stop Work Order period expires or is canceled by the Contracting Officer or the designated Ordering Officer during an emergency response action, the contractor shall resume work. An equitable adjustment will be made in the task order period of performance or task order price, or both, and in any other provisions of the task order that may be affected, and the task order will be modified in writing accordingly, if:

(I) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, performance of any part of this contract and

(ii) the contractor asserts a claim for such adjustment within thirty (30) calendar days after the end of the period of work stoppage provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to the final payment under this contract.

C. If a Stop Work Order is not cancelled and the work covered by such order is terminated for the convenience of the Government, the reasonable, allocable and allowable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

D. If a Stop Work Order is not cancelled and the work covered by such order is terminated for default, the reasonable, allocable and allowable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

E. If it is determined necessary to extend the period covered by the stop work order, such extension shall be made by written modification to the Task Order, and shall be mutually agreed to by the contractor and the Contracting Officer.

H.41 AUTHORITY TO TAKE DIRECTION

The contractor agrees to make whatever arrangements are necessary to ensure that there is someone on-scene at all times with the authority to take technical direction from the On-Scene Coordinator and to manage the activities being performed. If work is being performed solely by Team Subcontractor personnel and there is no on-scene presence of a representative from the prime contractor's firm, the contractor agrees to provide such subcontractor(s) with the authority to take direction as its agent and to make decisions on its behalf.

H.42 EPA REGIONAL CROSSOVER

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific task order or similar tasking document (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contractor.

(b) The Contractor agrees to accept task orders or similar tasking documents for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in this contract. If services to be performed in another region are ordered by the Government, the required response time and other terms and conditions for that support service shall be mutually agreed upon by the Contractor's representative and the EPA Contracting Officer at the time of the placement of the task order or other tasking document.

H.43 TRANSBOUNDARY EFFORTS

The Contractor shall provide support activity in a foreign country in accordance with the contract Statement of Work to the extent that there is domestic legal authority to provide such support activity, a request from the foreign government, and to the extent that such support activity is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. The Contractor is advised that it may be subject to applicable foreign law while performing such support activity in the foreign country and the Contractor is responsible for ensuring that it complies with all relevant requirements of the foreign country that are necessary to perform such support activity in those countries.

H.44 HEALTH AND SAFETY

The nature of the work to be performed under this contract is inherently hazardous. The contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the Project Officer has the authority to review and establish the minimum standards of safety for all individuals on-site at any time.

In performance of work under this contract, the contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.

The contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, state, and minimum standards as specified by the Project Officer. The required level of protection may be specified by the On-Scene Coordinator (OSC) or Authorized Contracting Officer Representative (COR), and shall be followed by the contractor. The OSC's or Authorized COR's determination of the required level of protection at all times shall not be subject to the "Dispute" clause of this contract.

Rather, if the contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC or Authorized COR, and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an OSC or Authorized COR directive pertaining to health and safety.

When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall be submitted to the OSC or Authorized COR for review and approval, prior to commencing work. Upon receipt of the OSC's or Authorized COR's approval, the contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the OSC or Authorized COR. If a site safety plan is provided by the Government, the contractor agrees to follow such plan

unless objections are made known to the OSC or Authorized COR within twenty-four (24) hours (or less if specified in the Task Order) of its submission to the contractor. In any event, commencement of cleanup services without notification to the OSC or Authorized COR of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

H.45 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)

As provided in CERCLA §119 (a)(1), 42 U.S. C. §9619 (a)(1), if releases or threatened releases of hazardous substances, pollutants, or contaminants occur during or as a result of the contractor's non-negligent performance of this contract, the contractor will be immune from liability under any Federal law, including CERCLA.

The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION of this contract shall not be construed or interpreted as an admission by the contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the contractor of any defenses it may have or wish to assert in any action by the Government under CERCLA or any other law.

H.46 FINAL RECONCILIATION OF COSTS

Upon completion of the last contract period and resolution of the final annual incurred cost submission, the Contractor will be required to:

(a) Submit to the EPA Contracting Officer a Final Cumulative Claim and Reconciliation for each task order. This submission will be compared to the results of the resolved annual incurred cost submissions and a "Final Invoice" will be submitted with payment due to or by the Contractor in accordance with paragraph (e) of the Section G Clause "PAYMENTS--FIXED-RATE SERVICES CONTRACT" (EPAAR 1552.232-73).

(b) Execute a "release statement" and a "refund statement" in accordance with paragraphs (f) and (g) of the Clause "PAYMENTS-- FIXED-RATE SERVICES CONTRACT" which will be incorporated into the contract closeout modification.

H.47 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H.48 DATA

A. The Contractor hereby agrees to deliver to the Contracting Officer, within sixty (60) calendar days after the completion of the contract period of performance the following documents:

1. All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information", pursuant to the contract clause entitled "Treatment of Confidential Information."

2. All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims of Confidentiality".

3. All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General", which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the Contract Clauses of this contract.

4. Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements".

B. With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the contract clause entitled "Additional Data Requirements", the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

C. The Contractor shall not be required to turn over or provide to the Government any of the following:

1. Contractor and personnel performance ratings and evaluations.

2. Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

D. Upon receipt of all data provided to the Government by the Contractor under Paragraph A above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.49 SAMPLE COLLECTION, DATA MANAGEMENT, REVIEW, TRACKING AND REPORTING REQUIREMENTS

1. SCRIBE software is designed to be used for the management (including, but not limited to sample collection, tracking, review, site visualization, and decision making) of all project information including all field and laboratory data.
 - (a) The contractor shall use SCRIBE software to manage the sample collection, documentation, and submission of all relevant reports for Emergency Responses, Removal Site Evaluations, and Time-Critical Removal Actions. The US EPA's on-site representatives may mandate use of Portable Digital Assistant (PDA) technology, using SCRIBLETs software, in implementing SCRIBE.
 - (b) The US EPA's on-site representatives may mandate use of FORMS II Lite™ software in addition to SCRIBE software for use during Emergency Responses, Removal Site Evaluations and Time-Critical Removal Actions.
 - (c) Current versions of the SCRIBE and SCRIBLETs software can be found at: <http://www.epaosc.org/Scribe>.
2. The Forms II Lite™ software is designed to capture information to generate sample reports in the field (e.g., chain of custody (COC) Forms, sample labels and bottle tags) and to transmit the information to other systems.
 - (a) The contractor shall use FORMS II Lite™ to manage the sample collection, documentation, and submission of all relevant reports for all Remedial Site Assessment, Integrated Assessment, and Non-Time Critical Removal Actions.
 - (b) The contractor shall use the FORMS II Lite™ software to generate and submit COC Forms in accordance with established regional guidance. Exact procedures and instructions on the development and submission of electronic traffic reports are available on the Office of Superfund Remediation and Technology Innovation's (OSRTI) Contract Laboratory Program (CLP) web page at: <http://www.epa.gov/superfund/programs/clp/f2lite.htm>
 - (c) The contractor shall follow regional guidance for the information that is to appear on sample labels generated using Forms II Lite™. This will require setting up a label template to print the specified information. Setting up the label template should be a one time set-up and would only require changes if the regional guidance is updated. Site names and/or locations shall not be provided to CLP or non-CLP laboratories, to avoid any real or perceived conflict-of-interest with a laboratory analyzing US EPA samples.
 - (d) In case of catastrophic equipment failure, such as a computer or printer failure, hardcopy COC Forms (not generated by FORMS II Lite™) shall be used by the contractor, but this should be a rare occurrence. Hardcopy COC Forms for use in case of catastrophic equipment failure are available at: <http://www.epa.gov/superfund/programs/clp/trcoc.htm>

3. Staged Electronic Data Deliverable (SEDD) is designed to provide a uniform Data Review (ADR) software is a program designed to electronically review analytical data received in the SEDD format.
 - (a) For all analytical services procured through the contractors' laboratory or through a subcontracted laboratory under this contract, the laboratory shall report data using the SEDD format. The minimum requirement for the laboratory is the delivery of a SEDD Stage 2a deliverable. Electronic deliverables meeting SEDD Stage 2b and Stage 3 requirements are also acceptable and encouraged. Data from microbiological, physical, and bio assay tests are not required to be delivered in the SEDD format.
 - (b) Once the electronic data files have been received from the laboratory, the contractor must electronically review the files using qualified personnel to meet project data quality requirements using the US Army Corps of Engineers Automated Data Review (ADR) software or equivalent. The ADR software shall be provided by US EPA to the contractor. The original electronic data (in the SEDD format), specifications for data review, and results of the automated data review shall be provided to US EPA upon request.
 - (c) In emergency response situations where rapid transmittal of initial analytical data is required, the data may be delivered directly to US EPA. The initial data shall be followed by data delivered in the SEDD format from the laboratory, with contractor review, using the ADR software or equivalent.
 - (d) Information on SEDD can be obtained at:
<http://www.epa.gov/superfund/programs/clp/sedd.htm>
4. US EPA also mandates that all analytical services used by Superfund be reported to the Analytical Services Tracking System (ANSETS).
 - (a) For all analytical services procured through the contractors' laboratory or through a subcontracted laboratory under this contract, the contractor shall report these analytical services used for non-CLP work to ANSETS. Non-CLP sampling data is generated by a contractor or subcontractor at mobile and/or in-house laboratories. Requirements for field screening are determined by the Regions. Waste profile data is exempt from this requirement.
 - (b) The FORMS II Lite COC Form captures the essential ANSETS data and is the most direct and effective way for the contractor to meet ANSETS requirements. The electronic COC Form shall be submitted according to instructions provided at:
<http://www.epa.gov/superfund/programs/clp/ansets.htm>
 - (c) For short-term projects, that are typically completed in less than one week, the contractor shall submit the FORMS II Lite™ COC Forms within five (5) business days of completing the field work and/or completing the shipment of samples to the laboratories. For long-term projects, that last longer than one week, the contractor shall submit FORMS II Lite™ COC Forms, at least once per week, typically starting at the end of the first week, or as soon as is reasonably practicable, but on a regular schedule.

(d) Other less preferred alternatives for submitting data to ANSETS:

(I) Web-Based Submission Form - Contractors can submit the ANSETS data by completing the web-based form and submitting the data via the Internet (see website below) on a regular schedule.

(ii) ANSETS Standalone Desktop Application- Contractors submit the ANSETS data to the Regions on a quarterly basis. The Regions use the desktop application to manage and submit the ANSETS data to the Office of Superfund Remediation and Technology Innovation (OSRTI) on a quarterly basis.

(iii) Batch Submissions - Contractors submit the ANSETS data to Regional tracking systems on a quarterly basis. The Regions then batch the ANSETS data and submit it to OSRTI on a quarterly basis.

Detailed instructions on submitting ANSETS data are provided at the following web address:

<http://www.epa.gov/superfund/programs/clp/ansets.htm>

The Contractor will utilize this web page for guidance and for updates of future changes to the non-CLP tracking requirements.

5. The contractor shall provide the necessary equipment (e.g., laptops, portable printers, "SCRIBE- compatible" PDAs (i.e. Palm OS at present, but Pocket PC devices in the future.)) and internet browser software (e.g., Internet Explorer) necessary to support these systems. US EPA will provide SCRIBE, SCRIBLETs, FORMS II Lite™, and ADR software, as well as the ANSETS reporting and SEDD format requirements to the contractor.
6. Exceptions to these requirements shall only be waived by the Contracting Officer.

H.50 SPECIAL PROVISIONS REGARDING TERMINATION OF INDIVIDUAL ORDERS

In addition to the "Termination for Convenience of the Government (Fixed Price) (FAR 52.249-2) (May 2004)", "Termination (Cost Reimbursement) (FAR 52.249-6) (May 2004)", and "Default (Fixed-Price Supply and Service) (FAR 52.249-8) (APR 1984)" the government may terminate Task Orders, in whole or in part, for convenience or default. If the termination is for default, the contractor shall be required to cure all defaults within 48 hours of notification from the Contracting Officer.

If a contract is awarded, the Government may terminate any task order placed thereunder for its convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor had knowledge of facts or circumstances, relating to an organizational conflict of interest, and did not disclose or misrepresented such information, the Government may terminate the contract or task order for default, may debar the Contractor from Government contracting, and may pursue such other remedies as may be permitted by law or this contract.

NOTE:

For purposes of this clause, "delivery" of a Notice of Termination (paragraph (b)) is defined to include notice by telephone or in person which is confirmed in writing by the Contracting Officer. If the termination is effected by such oral communication, then the effective date of termination shall be the date of that communication.

H.51 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (APR 1984)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort

shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.52 EXPERT TESTIMONY

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

H.53 FUTURE EXPERT CONSULTING SERVICES

It is recognized that, subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearing and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Therefore, the Contractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel. These intent agreements to provide such services in the future serve as notices of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

H.54 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM (RCMS)

(a) The use of EPA's Removal Cost Management Software System (RCMS) is mandatory to prepare and submit EPA Form 1900-55 (Also known as an Incident Action Plan in an Incident Command System), Daily Cost Summary Reports, during performance under this contract. All invoices must be generated directly from the contractor's accounting system. The contractor is prohibited from utilizing RCMS data in the preparation of their invoices.

(b) Minimum System requirements are:

- Windows 2000 or higher
- Pentium Processor
- 50 MB free disk space
- 256 MB RAM
- CD/R Drive (preferably CD/RW)
- Printer

To load the RCMS program, the contractor must have a CD drive or internet access to download it from <http://www.ertsupport.org>

(c) Initial contractor training on the use of this system will be provided by the EPA.

(d) The cost of this system shall not be reimbursable as a direct cost under this contract.

(e) Contractor will be required to provide archive disks for each task order and/or technical direction document on a monthly basis to the Project Officer (PO).

(f) Current archive disks covering the invoice period must be submitted to the PO. All charges on the invoices must also appear on the accompanying EPA Form 1900-55s or Incident Action Plan.

(g) Final archive disk(s) shall be forwarded to the PO within 30 days of the completion of work at the site.

H.55 SALVAGEABLE PRODUCTS

Salvageable products, and the proceeds derived from them may become the property of the Government. If materials recovered from cleanup and containment operations are salvageable, the Government may elect to have the contractor make arrangements for transport of such recovered materials to an appropriate facility or directly to a commercial salvage company. If the Government elects to delivery recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the task order. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

H.56 URGENT REQUIREMENTS

The contractor is required to respond within the time limit specified in the statement of work. In the event that there exists a bonafide urgent need for immediate services in a time frame which is less than the time limit specified in the statement of work, the Government reserves the exclusive right to make other arrangements for those services until such time as the contractor can arrive on scene and take responsibility for the cleanup. In such a situation, the ordering officer/contracting officer shall verbally contact the contractor to determine how fast a response can be made. If the contractor agrees to respond within a shorter time than that specified in the statement of work, such lesser time shall then constitute the required response time for that

individual task order.

Regardless of whether or not the contractor indicates that it can respond in less than the minimum required time, if the response time offered by the contractor does not meet the needs of the Government, the ordering officer/contracting officer has the exclusive authority to contract with another party to perform the initial services determined to be necessary to mitigate a threat to the public health and welfare. When the contractor's personnel arrive on-scene, arrangements shall be made with the on-scene coordinator for an orderly transition of responsibility. The contractor may elect to perform the work or subcontract any or all of the remainder of the cleanup services at the site. In any event, however, it shall be mutually agreed upon between the contractor's representative and the OSC as to when the contractor shall begin performance at that site.

H.57 DAVIS BACON ACT (DBA) & SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER

(a) Each task order issued under this contract shall be subject to either DBA or SCA prevailing wage relates or both as determined by the Secretary of Labor. The contractor shall segregate by task order those options of the effort specifically related to DBA and SCA. The on-scene coordinator together with the contractor shall determine which labor provisions apply. The Contracting Officer will ensure compliance with the appropriate wage determination. Should there be a question or dispute relating to which segment of the work falls within DBA versus SCA wage classifications, the Contracting Officer shall make the final decision.

(b) Upon issuance of each task order, there will be a period of assessment during which the CO, PO, and the Contractor will evaluate the planned site work and determine, to the maximum extent possible, whether or not there is substantial and segregable construction to which DBA applies. If it is determined at the time of issuance of the task order that site work is subject to the Davis Bacon Act (DBA), the CO will forward a copy of the General Wage Determination that is applicable to the work being performed under the task order. The General Wage Determination will be updated when an option is exercised. The CO is responsible for making the final determination of DBA applicability.

H.58 SCHEDULE FOR DAVIS BACON ACT WAGE DETERMINATIONS

In compliance with DBA regulations, the Contracting Officer has designated the use of "Residential, Building, Heavy and/or Highway Wage Determinations Schedules" as the appropriate construction type schedules for use when applying DBA wages to labor classifications/categories under this contract. Any deviations from the use of these schedules or need for the issuance of an additional classification/category shall require prior Contracting Officer's approval in accordance with FAR 52.222.6 "Davis Bacon Act" including applicable wage determinations for regional crossovers.

H.59 DBA WAGE DETERMINATION FOR SUBCONTRACTS

When developing solicitations for construction subcontracts exceeding \$2,000, the Contractor shall identify and insert the applicable DBA Wage Determination from the "General Wage Determinations Issued Under Davis Bacon and Related Acts" from the DBA Wage Determinations provided by the EPA at the time the task order is issued (or, if applicable, when an option is exercised). In instances where a published wage determination does not exist that is applicable to the work being performed, a project wage determination will have to be requested from the Department of Labor. The prime contractor shall provide the EPA CO with sufficient notice for him to request a project wage determination from the Department of Labor. (Reference Federal Acquisition Regulation Subpart 22.404-3.) The Contractor should forward a Standard Form (SF) 308, "Request for Determination and Response to Request" with the classifications of labor identified.

H.60 PERFORMANCE BONDS

The Miller Act applies to substantial and segregable construction exceeding \$100,000.00 under this contract. The Contract shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the CO. Bonds shall be provided by the prime contractor at the task order level. With the consent of the CO, the performance bond may be provided by the subcontractor. In all cases, the CO may determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.61 PAYMENT BONDS

(a) The Miller Act applies to substantial and segregable construction exceeding \$100,000.00 under this contract. The Contractor shall furnish payment bonds at the task order level with the United States named as the obligee in amounts to be specified by the CO. The prime Contractor may not fulfill the payment bond requirement by requiring the subcontractor to provide the bond.

(b) The penal sum of the payment bond shall equal:

(1) fifty (50) percent of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;

(2) forty (40) percent of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million; or

(3) \$2-1/2 million if the amount of the substantial and segregable construction activity is more than \$5 million.

H.62 ANNUAL INCURRED COST SUMMARY FOR MATERIAL/OTHER DIRECT COSTS/SUBCONTRACTS

(a) For the purposes of this clause, the Contractor's fiscal year is from through .(to be filled in by offeror)

(b) Within 90 calendar days after the end of the Contractor's fiscal year, the Contractor shall submit to the Contracting Officer a report summarizing claimed costs for materials, other direct costs, and subcontracts for each task order covered by the fiscal year being reported. This report shall be consistent with the incurred cost submission required under the Section I clause entitled ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (FEB 2002), and Section G clause, INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) (DEVIATION). The costs to be reported include the costs described in paragraph (b)(1) through (b)(4) of Section G clause, PAYMENTS -- FIXED RATE SERVICES CONTRACTS (EPAAR 1552.232-73) (OCT 2000).

(c) Annual Incurred Cost Audits of the contractor's materials, other direct costs, subcontracts, and any applicable material handling charge will be conducted by the cognizant auditing agency upon receipt of the Contractor's fiscal year submission.

(d) The Contractor shall make timely submission of its fiscal year indirect cost rate proposals (i.e., ceiling rate) as required by paragraph (d) of FAR 52.216-7 so that these rates can be incorporated into the annual incurred cost submission.

(e) Upon completion of the audit review, the Contractor and the EPA CO will resolve audit and any other outstanding issues including any added amounts found by the CO to be unallowable. If for any reason an agreement cannot be reached, the CO will determine final costs using all relevant information available. This decision shall be final unless appealed. Any appeal submitted in response to this determination will be treated in accordance with the "Disputes" clause of this contract.

(f) Task Orders that cross fiscal years and remain active beyond the period reported on will be subject to an interim upward or downward adjustment until final work is completed and reported in subsequent periods. Task Orders completed and resolved during this process will have their funding levels adjusted accordingly.

H.63 DRUG FREE WORKFORCE

a) Definitions. As used in this clause, the terms "controlled substance", "employee", and "directly engaged" are as defined in FAR 23.503.

(b) (1) In addition to the requirements of FAR Subpart 23.5 entitled "Drug-Free Workplace", the Contractor shall test employees for the use of marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), and any other controlled substances as directed by the Contracting Officer. With respect to those employees who have been previously tested for the specified controlled substances, only those employees who have been tested within 90 calendar days prior to being directly engaged in the clean-up and/or related activities and whose test results were negative for the presence of the specified controlled

substances shall be permitted to be directly engaged in the clean-up and/or related activities.

(2) Upon execution of this contract, the Contractor is to begin testing employees who are currently directly engaged in performance of clean-up and/or related activities and results are to be received by the Contractor within seven calendar days of the test. Employees who refuse to take the test will be prohibited from performing any clean-up and/or related activities under this contract. Employees who take and fail the test will be prohibited from performing any clean-up and/or related activities under the contract.

Employees to be assigned in the future to perform clean-up and/or related activities must test negative for the presence of the specified controlled substances prior to being assigned by the Contractor to perform such work.

(3) The Contractor's testing program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR Part 40, "Procedures for Transportation Drug Testing Programs." References to "DOT" shall be read as "EPA" and the split sample method of collection shall be used. The Contractor's program shall prohibit any employee from working on the site or perform any clean-up or related activity if the employee is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.

(4) The use of a controlled substance in accordance with the terms of a valid prescription or other uses authorized by law shall not be subject to the requirements of this clause.

(c) The Contractor shall ensure that no employee directly engaged in clean-up and/or related activities is intoxicated or impaired.

(d) The Contractor shall insert a clause substantially the same as this clause, including this paragraph (d), in all subcontracts in which work is to be performed at or related to the **(insert task order location)**.

H.64 USE OF ERRS COMPANY-OWNED LABORATORIES

The EPA considers it a conflict of interest for the Contractor to use its own laboratories for analysis and requires analysis to be subcontracted. However, under emergency response conditions, there may be instances where real time analytical support services from the ERRS contractor-owned laboratories is necessary and the only option available to the Contractor and the OSC. In these instances, real time analysis of unstable hazardous waste materials to provide the OSCs with the necessary information to protect the public health, environment, and site personnel may be provided. The Contractor shall notify the CO, in writing, within 24 hours or the first business day thereafter, when these situations arise.

H.65 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES

(a) The Contractor is required to subcontract all transportation of oil, petroleum and hazardous substances removed from the site of the cleanup to an appropriate disposal facility and to subcontract the storage and ultimate disposal of the materials. If the prime Contractor also has transportation equipment and disposal facilities within the same company, such equipment and facilities will not be eligible for use under this provision. This requirement may not be waived except by prior written approval of the CO or as described in (c) below. The above restrictions do not preclude these facilities from being utilized under other Superfund contracts.

(b) Competition shall be obtained to the maximum practicable extent. The ultimate methods selected for transportation and disposal are subject to the verbal consent of the OSC. The Contractor shall be required to obtain at least three (3) cost estimates for transportation of hazardous waste materials to an ultimate disposal facility. Cost estimates are to be obtained in order to ensure that cost effectiveness and expediency are considered.

(c) The Contractor may be allowed to perform transportation when the estimated amount of the transportation cost is under \$25,000.00 and the CO has given prior approval that the situation of the site clearly demonstrates that it is in the Government's best interest from a timing, cost or other basis to allow the Contractor to provide transportation and the rates to be utilized are acceptable to the CO and the OSC.

H.66 ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

Although this is a service contract, there may be instances where the Contractor shall obtain and/or provide construction-type, dismantling, demolition, or removal of improvements, services in order to complete site specific clean-up work. In those instances, the task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

NUMBER	DATE	TITLE
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURE, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION

52.236-12	APR 1984	CLEANING UP
52.236-13	NOV 1991	ACCIDENT PREVENTION
52.236-13	NOV 1991	ACCIDENT PREVENTION - ALTERNATE I

H.67 PERFORMANCE BASED TASK ORDERS

Some task orders under this contract may be negotiated and issued as performance based. The issuance of a performance based task order means the contractor will have greater flexibility in its approach to accomplishing the task order, and that the Government will exert less direction on how the work is to be performed. This concept should allow the contractor greater latitude to work in a manner best suited for innovation and creativity, while ultimately providing services that meet or exceed the performance standards. The primary emphasis will be on the satisfactory completion of the task order, not the Government directing the Contractor in the methodology used in performing the services.

When performing performance based task orders, the Government may elect to have the contractor submit a Daily Work Proposal for review, negotiation and approval versus the On Scene Coordinator (OSC) issuing a Daily Work Order. The OSC may specify the activities to be performed and the Contractor specify the personnel, equipment, material, means of accomplishing the activities, and propose a daily work goal. The Daily Work Proposal prepared by the Contractor shall be subject to negotiation and approval by the OSC.

Under such a performance based task order, the Government will define its performance requirements in the statement of work. Specific performance standards will be established for those performance requirements. Specific tasks will be left to the contractor's discretion as to how the work is to be accomplished in the most effective, desirable and cost efficient manner. A surveillance plan to measure performance will be established. Incentives or disincentives may also be established for any such performance based task orders issued.

Performance based task orders may be issued on either a time-and-material basis or a firm fixed price basis. In addition to a complete task order being issued on a performance basis, individual distinct tasks/elements of a Task Order may be negotiated on a performance basis. Such tasks as Treatment and Disposal and On-Site Treatment may be negotiated on a performance basis.

H.68 FIXED PRICE TASK ORDERS

Although this is an Indefinite Delivery/Indefinite Quantity, Time and Material Contract, there may be instances where Firm Fixed Price Task Orders may be issued. In those instances, in addition to the clauses previously incorporated herein, Task Orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS

52.232-15	APR 1984	PROGRESS PAYMENTS NOT INCLUDED
52.232-32	FEB 2002	PERFORMANCE-BASED PAYMENTS (Only applicable to Firm Fixed Price Performance Based Task Orders)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.243-1	AUG 1987	CHANGES-FIXED-PRICE Alternate I (APR 1984)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.246-4	AUG 1996	INSPECTION OF SERVICES-FIXED-PRICE
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICES)

H.69 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order,

work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-9	NOV 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2006	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	JUL 2005	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)
52.222-12	FEB 1988	CONTRACT TERMINATION - DEBARMENT

52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-11	JUN 1997	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-7	FEB 2007	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS
52.233-1	JUL 2002	TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-3	AUG 1996	DISPUTES ALTERNATE I (DEC 1991)
52.233-4	OCT 2004	PROTEST AFTER AWARD
52.237-3	JAN 1991	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-3	MAY 2001	CONTINUITY OF SERVICES
52.242-13	JUL 1995	PENALTIES FOR UNALLOWABLE COSTS
52.243-3	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	JUN 2007	EXCUSABLE DELAYS (JUN 2007)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (JUL 2006)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (I) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (I) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (c) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(I) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(c) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through date to be determined.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the contract maximum;

(2) Any order for a combination of items in excess of the contract maximum;

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration date of the contract.

I.6 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.7 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (JUN 2007)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in

writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I.8 DAVIS-BACON ACT (FAR 52.222-6) (JUL 2005)

(a) Definition Site of the work

(1) Means-

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the primary site of the work as defined in paragraph (a)(1)(i), or the secondary site of the work as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a

supplier of materials for the project before opening of bids and not on the Project site, are not included in the site of the work. Such permanent, previously established facilities are not a part of the site of the work even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employers payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c)

(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the

following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the: Wage and Hour Division Employment Standards Administration U.S. Department of Labor Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**I.9 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
(DEC 2004) (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	GS Grade
Laborer	GS-05
Heavy Equipment Operator	GS-11
Truck Driver - Medium	GS-09
Environmental Technician	GS-10

I.11 COMBATING TRAFFICKING IN PERSONS (FAR 52.222-50) (APR 2006)

(a) *Definitions.* As used in this clause-

"Coercion" means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means a Contractor that has no more than one employee including the Contractor.

"Involuntary servitude" includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud or coercion, or in which the person induced to perform such act had not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy*. The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract the Contractor shall ensure that its employees do not violate this policy.

(c) *Contractor requirements*. The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Contractor shall-

- (1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not

limited to, removal from the contract, reductions in benefits or termination of employment;

(2) Establish an awareness program to inform employees about-

(i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy;

(iii) Regulations applying to conduct in performance of the contract is outside the U.S., including-

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C. 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

(3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and

(4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the contracting officer immediately of-

(1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and

(2) Any actions taken against employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to-

(1) Required removal of a Contractor employee or employees from the performance of the contract;

- (2) Required subcontractor termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts for the acquisition of services.

I.12 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Worker's compensation and employer's liability	\$1,000,000
Comprehensive general liability	\$1,000,000
Comprehensive automobile liability	\$1,000,000

I.13 NOTIFICATION OF CHANGES (FAR 52.243-7) (SEP 2006)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be

furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.14 SUBCONTRACTS (FAR 52.244-2) (AUG 1998)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None

I.15 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.16 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2007)

1. (a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.17 USE AND CHARGES (FAR 52.245-9) (AUG 2005)

1. (a) *Definitions.* As used in this clause:

"Acquisition cost" means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a Government property item for purposes of determining a reasonable rental charge.

"Government property" means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both government-furnished property and contractor-acquired property as defined in FAR 45.101.

"Real property" means land and rights in land, ground improvement, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) *General.*

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) *Rental charge.—*(1) *Real property and associated fixtures.*

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) *Rental payments.*

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms

(g) *Use revocation.* At any time during the rental period the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

I.18 GOVERNMENT PROPERTY (FAR 52.245-1) (JUNE 2007)

a) Definitions. As used in this clause—

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Cannibalize" means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) "Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Plant equipment" as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Surplus property" means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f) (1) (ii) (A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously

furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(c) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon—

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(c) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for

Government property properly consumed in performing this contract.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that—

(1) Requires demilitarization;

(2) Is a classified item;

- (3) Is generated from classified items;
 - (4) Contains hazardous materials or hazardous wastes;
 - (5) Contains precious metals; or
 - (6) Is dangerous to the public health, safety, or welfare.
- (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.
- (2) Predisposal requirements.
- (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—
- (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
 - (B) May purchase the property at the acquisition cost; or
 - (c) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
- (ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(c) of this clause.
- (3) Inventory disposal schedules.
- (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—
- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;
 - (B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and
 - (c) Termination inventory.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

- (A) Special test equipment with commercial components;
 - (B) Special test equipment without commercial components;
 - (c) Printing equipment;
 - (D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
 - (E) Precious metals;
 - (F) Nonnuclear hazardous materials or hazardous wastes; or
 - (G) Nuclear materials or nuclear wastes.
- (iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.
- (4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—
- (i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;
 - (ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
 - (iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.
- (5) Corrections. The Plant Clearance Officer may—
- (i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and
 - (ii) Require the Contractor to correct an inventory disposal schedule.
- (6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.
- (7) Storage.
- (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(1) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.19 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/vffar1.htm>

I.20 ALTERATIONS IN CONTRACT (FAR 52.252-4) (APR 1984) DEVIATION

Portions of this contract are altered as follows:

To be determined at time of award.

I.21 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.22 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (FAR 52.219-27) (MAY 2004)

(a) *Definition.* "Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

I.23 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General Construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
1	RESPONSE EQUIPMENT
2	STATEMENT OF WORK
3	QUALITY ASSURANCE PROJECT PLANS
4	INVOICE PREPARATION INSTRUCTIONS
5	SITE-SPECIFIC INVOICING INSTRUCTIONS
6	INSTRUCTIONS AND PROCEDURES FOR IMPLEMENTING THE ANNUAL SETTLEMENT OF ALLOWABLE COSTS
7	ENVIRONMENTALLY PREFERABLE PRACTICES
8	HEALTH AND SAFETY PLAN
9	KEY PERSONNEL QUALIFICATIONS
10	AWARD TERM INCENTIVE PLAN
11	CLIENT AUTHORIZATION LETTER
12	PAST PERFORMANCE QUESTIONNAIRE
13	QUALITY ASSURANCE SURVEILLANCE PLAN
14	SERVICE CONTRACT ACT WAGE DETERMINATIONS

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2006) DEVIATION

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After

reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Number	Title	Date	Change

_____ Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.4 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(c) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

K.5 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this

latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states *[offeror check appropriate block]--*

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.6 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT CERTIFICATION (EPAAR 1552.203-70) (APR 1984)

The offeror (quoter) hereby certifies that:

(a) He is ☐ is not ☐ a former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote).

(b) He does ☐ does not ☐ employ or propose to employ a current/ former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote) and who has been or will be involved, directly or indirectly, in developing or negotiating this offer (quote) for the offeror (quoter), or in the management, administration or performance of any contract resulting from this offer (quote).

(c) He does ☐ does not ☐ employ or propose to employ as a consultant or subcontractor under any contract resulting from this offer (quote) a current/former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote).

(d) A former regular or special EPA employee whose EPA employment terminated within one year prior to submission of this offer (quote) or such former employee's spouse or minor child does [] does not [] own or substantially own or control the offeror's (quoter's) firm.

(e) "Regular employee" means any officer or employee of EPA who is employed or appointed, with or without compensation, to serve more than 130 days during any period of 365 consecutive days, including regular officers of the Public Health Service Commissioned Corps and reserve officers of the Public Health Service Commissioned Corps while on active duty.

(f) "Special employee" means an officer or employee of EPA who is retained, designated, appointed or employed to perform, with or without compensation, temporary duties either on a full-time or intermittent basis for not more than 130 days during any period of 365 consecutive days and who actually served more than 60 days during such 365-day period.

K.7 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.8 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.9 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

K.10 OTHER DIRECT COST CERTIFICATIONS

The offeror hereby certifies that it has:

_____ included in its proposal

_____ not included in its proposal

additional items (beyond those identified in paragraph (2) in the "Material/Other Direct Cost" clause in section B) to be directly charged under the material/other direct cost line item.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of an Indefinite-Delivery/Indefinite-Quantity (IDIQ), Time-and-Materials (T&M) contract resulting from this solicitation.

L.3 CONTRACT AWARD WITHOUT DISCUSSIONS

As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary."

L.4 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of February 29, 2008.

L.5 SERVICE OF PROTEST (SEP 2006) (FAR 52.233-2)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Norvelle Merrill-Crawford

Hand-Carried Address:

U.S. Environmental Protection Agency - Region 5
Acquisition Section - 10TH Floor
77 West Jackson Blvd.
Chicago, IL 60604-3590

Mailing Address:

U.S. Environmental Protection Agency - Region 5
Acquisition Section (MCC-10J)
77 West Jackson Blvd.
Chicago, IL 60604-3590

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

(a) Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

(b) Protests, as defined in FAR 33.103(d) and (e) of the Federal acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Norvelle Merrill-Crawford

Hand-Carried Address:

U.S. Environmental Protection Agency - Region 5
Acquisition Section - 10TH Floor
77 West Jackson Blvd.
Chicago, IL 60604-3590

Mailing Address:

U.S. Environmental Protection Agency - Region 5
Acquisition Section (MCC-10J)
77 West Jackson Blvd.
Chicago, IL 60604-3590

(c) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/vffar1.htm>

L.8 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

L.9 ALTERATIONS IN SOLICITATION (FAR 52.252-3) (APR 1984)

Portions of this solicitation are altered as follows:

Not applicable.

L.10 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described in the Section L clause "Instructions for the Preparation of Proposals" in the Cost/Pricing Proposal Instructions section.

L.11 PROHIBITION OF SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM (START) CONTRACTORS FROM CONTRACT AWARD

It is in the best interest of the Government to exclude from consideration contractors performing START activities in Region 5 from being eligible for receiving an ERRS contract in Region 5. This exclusion is necessary to "prevent the existence of conflicting roles that might bias a contractors' judgment", as FAR 9.505(a) states.

In order to maximize competition, **exceptions will be made for current Region 5 START team subcontractors who have received no START work or have not received any significant START work.** If a current Region 5 START team subcontractor wishes to pursue a Region 5 ERRS contract, it must execute an agreement with the prime START contractor severing their relationship if awarded an ERRS contract. Certification of the amount of START work received, if any, along with the severance agreement, must be provided when the offer is submitted.

L.12 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.13 DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (COI)

(a) The Agency has determined that a significant potential conflict of interest would exist if a current Region 5 Superfund Technical Assessment and Response Team (START) contractor is awarded this contract. To be eligible for award, each offeror must demonstrate that it is not currently a Region 5 START contractor.

(b) In addition, the Agency has determined that offerors with a relationship, financial or otherwise, with a current Region 5 START contractor may have a potential conflict of interest. Therefore, offerors responding to this solicitation are requested to disclose any such relationships in their proposal. The disclosure statement must address actual or potential organizational conflicts of interest within the offeror's entire corporate

umbrella, including parent companies, sister companies, affiliates, subsidiaries, and other interests held by the offeror; generally limited up to third tier relations unless there are potential conflict of interest concerns related to more distant affiliates. Offerors who are determined to have a conflict will be provided an opportunity to submit a plan which describes how any such conflicts will be avoided, mitigated or neutralized. The Agency will determine an offeror's eligibility for award based on the information provided.

(c) The purpose of requesting the information in paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The fact that an offeror has a relationship with a current Region 5 START contractor will not necessarily disqualify the offeror from consideration for award on the basis of actual or potential conflicts of interest. There is no set formula for determining what relationships would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interests of the Government due to organizational conflict of interest concerns; each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, mitigating or neutralizing such conflicts.

L.14 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST (COI) PLAN

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that

would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its' corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search its records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) A list of the company's past and **current** (public and private) clients where the contractor has performed work;
- (2) A description of the type(s) of work that was performed and any other pertinent information;
- (3) A list of the past sites, when applicable, **where the** contractor has worked;
- (4) A list of site names, when applicable, related to any work performed;
- (5) The ability to search and retrieve the information in the data base;
- (6) The dollar value of work performed;
- (7) A list of the work the company may be pursuing in the future; and
- (8) Subcontractor flow-down compliance

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Task Order (TO) Notification and Certification

The COI Plan shall describe the company's process **for meeting the Agency's notification requirement** and for submission of the company's TO certification within 20 days of the receipt of work from EPA.

NOTE: TO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for TO certifications.

F. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is followed when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

G. Training

The COI Plan shall require all employees of the company to receive basic COI training annually. In addition, each employee shall receive COI awareness training annually. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan or Government COI rules and regulations. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

H. Team Subcontractors and/or Joint Venture Partners COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its team subcontractors to ensure all subcontractors and/or Joint Venture Partners are complying with the COI clauses in their contracts. It is important that subcontractors and/or Joint Venture Partners identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

L.15 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) *Definitions.* As used in the provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.16 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS ALTERNATE III (EPAAR 1552.215-72) (AUG 1999)

The offerors are directed to Section L, FAR clause 52.215-1, titled "Instructions To Offerors-Competitive Acquisition". Specifically, the offerors are directed to paragraph (f)(4) of the clause which states, "The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the

offeror's best terms from a cost or price and technical standpoint."

I. General Instructions.

The offeror's attention is directed to the provision in Section H of this solicitation titled, RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION.

The offeror shall submit a cover letter indicating that this proposal is its official offer to the Government. The letter must be signed by an official authorized to bind the offeror. The proposal shall be considered to be firm for a period of not less than 180 days from the due date of the solicitation.

The offeror's technical/business proposal will be evaluated as acceptable or unacceptable. Proposals will be eliminated from consideration if the proposal is so obviously deficient as to be totally unacceptable.

A. SF 33 Submission

The offeror shall submit the following to the Contracting Officer by the date and time listed in block 9 of the SF33:

- Standard Form (SF) 33, Solicitation, Offer and Award, with blocks 12 through 18 completed by the offeror (as part of the cost/price proposal);
- Section K, Representations, Certifications and Other Statements of Offeror, completed by the offeror (as part of the technical/business proposal);
- Original and three (3) copies of the required Plans and Procedures listed below.
- Original and three (3) copies of the price/cost proposal.
- Original and eight (8) copies of Technical and Business proposals
- Any exceptions or deviations to the terms and conditions. (Submit as part of technical/business proposal if applicable to technical/business proposal. Submit as part of price/cost proposal if applicable to price/cost proposal);
- Other Written Documentation Required for the Government's Responsibility Determination. Technical/Business Proposal Content, (1) Past Performance, (2) Key Personnel, Personnel, and Equipment, (3) Contract Management Ability (as part of the technical/business proposal);

B. Plans and Procedures

The following should be included under separate tabs in a binder titled "Plans and Procedures":

- Quality Management Plan
- Quality Assurance Project Plan
- Conflict of Interest Plan
- Health and Safety Plan

- Professional Employees Compensation Plan

II. TECHNICAL/BUSINESS PROPOSAL

A. Instructions

(1) Submit a written technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal. Technical evaluation criteria and scoring factors can be found in Section M.

(2) Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity, and logical organization shall be emphasized during proposal preparation.

(3) All Proposals Should Be Sent To:

Hand-Carried Address:
U.S. EPA, Region V
ATTN: Robert A. Eichenfeld
Acquisition Section - 10th Floor
77 West Jackson Blvd
Chicago, IL 60604

Mailing Address:
U.S. EPA, Region V
ATTN: Robert A. Eichenfeld
MCC-10J
77 West Jackson Blvd
Chicago, IL 60604

(4) Required Format

(a) Include a table of contents.

(b) Include a brief executive summary describing the highlights of the proposal.

(c) Proposals should be prepared on standard 8.5" X 11" paper, single spaced, double sided, 10 point pitch (do not use script type fonts), with foldouts as required. If foldout pages are used, they should not exceed 11" X 17".

(d) Pages must be numbered consecutively.

(e) 50 (fifty) pages maximum.

(f) Proposals must be submitted in an original and 8 copies.

B. Technical/Business Proposal Content

The technical/business proposal shall consist of the Section K - Representations, Certifications, and Other Statements of Offeror, required Plans and Procedures, all proposal assumptions, any exceptions or deviations

to the terms and conditions, and other written documentation required for the Government's Responsibility Determination.

(1) PAST PERFORMANCE

The offeror shall submit past performance information in accordance with the Section L Provision titled "Past Performance Information (EPAAR 1552.215-75) (OCT 2000)."

(2) Key Personnel, Personnel and Equipment

(a) Key Personnel

The offeror shall submit resumes for proposed key personnel as follows:

Program Manager
Response Manager
T & D Coordinator

The resume should describe his or her education, background, recent technical or management experience. Resumes should also demonstrate the individuals pertinent on-scene experience managing and supervising response personnel, equipment and materials during emergency and time critical responses.

The offeror shall provide key personnel resumes no longer than 1 page (double-sided) in length for each person proposed to fill the key personnel positions listed in Attachment 9 to the solicitation titled "KEY PERSONNEL QUALIFICATIONS."

The offeror shall submit signed Letters of Intent for all key personnel planning to work on this contract. The letters shall not exceed one (1) page in length, shall include percentage of time available, date available to start work under this contract, and any contingencies.

(b) Personnel

In addition to the key personnel listed above, it is expected that the offeror shall propose other personnel necessary to successfully perform the requirements of the SOW. Offerors shall provide a written description of other Personnel to include job/labor category, job description, and required education and experience.

Describe how the offeror intends to provide qualified and experience personnel in a timely manner; to mobilize to several incidents in a timely manner; to increase staffing to meet surge requirements; to train and maintain a well-qualified staff; and to provide staffing and retention plan for all personnel.

These descriptions should include a location chart delineating the total number of personnel by locations, available for the contract. Key consultants and team subcontractors anticipated for the contract should also be presented.

(c.) Equipment

The offeror shall submit a list of all technical equipment, vehicles, and facilities that the offeror currently has in its inventory or has the ability to obtain (i.e. leased, rented, or owned).

(3) CONTRACT MANAGEMENT ABILITY

The offeror shall demonstrate its ability to manage a large multi-disciplinary team over a large geographic area for multiple tasks; manage cost by order and by task; meet documentation requirements as required in the Statement of Work; manage high volume, small dollar technical direction or other tasking documents requiring quick turnaround; and, communicate effectively with customers. The offeror may demonstrate its ability to meet the requirements by explaining and demonstrating how similar requirements were satisfied and performed in the past.

III. COST/PRICING PROPOSAL INSTRUCTIONS**A General - When submitting pricing information:**

- (1) Clearly identify pricing information associated with any:
 - (a) Options to extend the term of the contract;
 - (b) Options for the Government to order incremental quantities; and/or
 - (c) Major tasks, if required by the special instructions.
- (2) If the contract schedule includes a "Fixed Rates for Services" clause, please provide in your proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any award term contract periods.
- (3) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- (4) In addition to a hard copy of the information, you are required to submit a computer disk containing all financial data in Microsoft Excel format. Offerors should include the formulas and factors used in calculating the financial data.
- (5) These instructions are to assist you in submitting information required to evaluate the reasonableness and realism of your proposed price. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed prices rests with the Offeror.
- (6) Pricing information for this procurement is limited to the contractor's direct labor rates, indirect rates, and other elements required by the Government to establish cost or price realism. All dollar amounts provided shall be rounded to the nearest dollar. All loaded labor rates shall be rounded to the nearest penny.
- (7) Price proposal shall include a Table of Contents; summary descriptions of estimating, purchasing, and accounting systems; changes to estimating, accounting practices, or CAS Disclosure Statement. The offeror shall provide a summary description of its purchasing systems or methods. Identify any deviations from your standard procedures in preparing this proposal and state whether you have Government approval of your system and if so, provide evidence of such approval.

B Direct Labor.

Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

C. Indirect costs (overhead, general, and administrative expenses).

(1) If your rates have been recently approved, include a copy of the rate agreement.

(2) Submit supporting documentation for rates which have not been approved or audited.

D. Subcontracts

Identify subcontractors or team subcontractors. The offeror shall submit notices of intent with their proposal. The successful offeror shall provide within five (5) calendar days of issuance of a notice of award, one copy of each proposed Team Subcontract agreement (when applicable).

E. Equipment, facilities and special equipment, including tooling.

(i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(v) Should any additional direct charges (beyond those identified in paragraph (2) in the "Material/Other Direct Cost" clause in section B) be proposed for reimbursement under the material/other direct cost line item of this contract, the contractor shall submit a realistic cost estimate complete with the rationale for the items necessity. Failure to identify and estimate these costs may result in a determination that additional direct costs are not allowable.

Exhibit A - GUIDANCE DOCUMENT FOR COSTS TO BE INCLUDED IN THE FIXED LOADED RATES

This document serves as a guide to assist in determining the types of costs which EPA believes should be included in the fixed labor rates. The costs itemized below (formerly known as "program management" costs) should be included in the firm's overhead accounts, which, in turn, are made part of the fixed labor rate. In addition, to these costs, profit is also to be included

in the fixed labor rate.

As a general rule, "program management" costs can be defined as the technical, management, administrative, and clerical activities performed by management personnel and those support functions to be performed by the corporate office which are allocable to office personnel. They are non-site specific in nature; their costs are necessary for managing the overall contract regardless of the amount of specific site work; their costs may be relevant to multiple task orders; they consist of staff time relative to placement and management of subcontracts; and they include creation, implementation, and monitoring of SOPs. The following examples represent activities that include components of both administrative and technical cleanup costs which are considered to be "program management" activities:

- * mobilization
- * personnel management
- * proposal/workplan preparation
- * contract level required reports
- * meetings concerning contract operations
- * financial accounting activities
- * invoicing/voucher preparation
- * computer support
- * updates to management, health & safety, quality assurance/control plans, and quality assurance project plan
- * routine communication/coordination between EPA and the contractor
- * subcontractor management activities (both team and other)
- * maintenance of corporate conflict of interest plan and system support
- * labor standards compliance (where applicable)
- * clerical activity in support of administrative functions
- * records retention and management activities
- * close-out activities
- * equipment/warehouse management (including cost of equipment maintenance/calibration and inventory)
- * meetings concerning multiple task orders
- * health and safety activities
- * quality assurance/control
- * training
- * COI investigations (preliminary)

Some examples of the types of personnel who would be likely be involved in accomplishing these activities are: program manager, accountant, contract administrator, reports manager, subcontract manager, secretary/data entry clerk, QA officer, equipment manager, sample coordinator, analytical coordinator, and the health and safety officer.

It is EPA's goal to create a contract vehicle where all costs, inclusive of team subcontractor costs, are represented in specified fixed \labor rate categories. The exception, which is not to be included in the fixed rate is travel, specialized labor, and non-routine equipment.

L.17 ORAL PRESENTATION INSTRUCTIONS

After the submission of Offers, each offeror whose proposal is acceptable, (see the L clause titled, "INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)" paragraph A(2), must make an oral presentation to the Government's Evaluation Team. The Government Evaluation Team will

consist of the Technical Evaluation Panel (TEP) members and selected advisors. The oral presentation will be facilitated by the Contracting Officer (CO). At the discretion of the TEP, a separate question and answer session may follow.

The sole purpose of the oral presentation is to evaluate the offeror's knowledge of the requirements of the prospective contract. The information communicated thereby will not become a part of any contract resulting from this RFP. Neither the oral presentation nor the question and answer session will constitute communications or discussions, as defined in FAR 15.306, nor will they obligate the Government to conduct discussions or to solicit or consider any revisions to the Offer.

A. Scheduling

The oral presentations will be scheduled by the EPA Contracting Officer (CO). The CO will draw the order of presenters by lot and will notify each offeror of the date and time of its oral presentation. The EPA reserves the right to reschedule oral presentations at the sole discretion of the CO.

Oral presentations will be held at:
U.S. EPA, Region 5
77 West Jackson Blvd
Chicago, IL 60604

One week prior to the oral presentation, the offeror shall submit:

1. The name, title, and company represented for each member of the presentation team via e-mail to the Contracting Officer and Contract Specialist using the following contact information:

Contracting Officer
Norvelle Merrill-Crawford
merrill-crawfor.norvelle@epa.gov

Contract Specialist
Robert A. Eichenfeld
eichenfeld.robert.phyllis@epa.gov

Include only the members who will be attending and participating in the oral presentations. No other officers, employees, consultants, agents, or other representatives of the offeror may attend.

2. Nine (9) hard copies of the PowerPoint presentation or overhead slides and any special requests (e.g. overhead projector). The contact information is listed below.

Hand-Carried Address:
U.S. EPA, Region 5
ATTN: Robert A. Eichenfeld
Acquisition Section - 10th Floor
77 West Jackson Blvd
Chicago, IL 60604

Mailing Address:
U.S. EPA, Region 5
ATTN: Robert A. Eichenfeld
MCC-10J
77 West Jackson Blvd
Chicago, IL 60604

If requested in advance, the EPA will provide one overhead projector.

The offeror's entire oral presentation will be videotaped and/or audiotaped by the EPA. The offeror may not record (either audio or video) its own presentation. Also, the Government will videotape each offeror's presentation and the question and answer session as a historical record. The offeror will not be provided a copy of the videotape and/or audiotape.

B. Oral Presentation Constraints

There is a no page limit to the number of overhead transparencies or Powerpoint slides that an offeror may use during its presentation. However, when evaluating the offeror's understanding and capability, the Government will consider only the information on the Powerpoint presentation or transparencies that were actually projected during the allotted time for the presentation .

The offeror's proposed Program Manager and personnel are required to make the oral presentation. In the event that the offeror has proposed a joint venture/partnership or Team Subcontractors or Major Subcontractors, the offeror shall have representatives of any joint venture/partnership or team subcontractors at the oral presentation, as part of the offeror's team.

The presenters shall be members of the offeror's team (including subcontractor personnel, if any) who are proposing to work on the ERRS contract. The offeror's presentation team shall consist of the Project Manager, plus no more than eight(8) members of the offeror's team.

C. Oral Presentation Elements

The oral presentation will consist of:

Corporate Presentation (60 minutes maximum)

- Technical Management
- Business Management
- Response Network

Pop Quiz (15 minutes maximum)

Time Critical Response Scenario (60 minutes maximum)

The scenario and instructions are provided in paragraph D below.

Emergency Response Scenario (60 minutes maximum)

The scenario will be provided on the day of the offeror's presentation. The offeror will be given 40 minutes for preparation and 20 minutes for their presentation.

Closing Remarks (15 minutes maximum)

The oral presentation and the question and answer sessions shall not discuss any of the elements of either the Offer (Reference Section L), or the pricing information (Reference Section L), submitted in conjunction with this solicitation.

All materials will be retained by the EPA.

D. Time Critical Scenario and Instructions

Time Critical Removal Scenario - Former Oil Recycling Facility

Initial Site Information

A local municipality has requested U.S. EPA's assistance with a time critical removal action. The City currently owns a former oil recycling facility due to the tax reversion process. The facility operated for over 40 years under various owners. The facility reclaimed waste oil and oily wastes, and blended them with virgin oils and additives to produce industrial oils and metal working fluids. The site was abandoned by the last owner almost one year ago, after prolonged enforcement actions with the State EPA resulted in no corrective actions being undertaken. The last owner operated the site for over a decade; however, he did not keep any usable tank inventory, disposal or process records.

The facility is located in a heavily industrialized area, with a residential neighborhood located within 0.25 miles of the site. In addition, the facility is located several hundred feet from a large river. Environmental agencies suspect that the facility has contributed to multiple oil sheens and spills on this river in the past several years.

The facility is located on a 6.5-acre parcel of land and contains 155 aboveground storage tanks with a combined storage capacity of nearly 3.1 million gallons. In addition, over 300 drums and small containers are scattered across the property. Five buildings, including an office, laboratory, water treatment building, boiler house, boiler rooms, and pump house are scattered throughout the site. The topography of the site is flat. An estimated 700,000 gallons of waste oil and 20,000 gallons of hazardous waste remain on site. Previous sample results show the presence of polychlorinated biphenyls (PCBs) in one tank, acids and caustics in two tanks, and heavy metals (one tank had lead greater than 100ppm) and halogens (all tanks have chlorine greater than 1,000 ppm) in the remaining oil tanks.

No corrective or preventative maintenance has been undertaken at the site for at least the past year. Numerous tanks are leaking, both inside and outside of secondary containment. Access to the site is unrestricted. Large portions of the site are flooded, and the City officials suspect that numerous sumps/drains exist in these areas of pooled water. City officials report that the site floods extensively after every rain event. Suspected friable asbestos has been observed on several of the tanks and pipes. Extensive oil-

stained soils are evident across the facility. One large tank is labeled "PCB Oil". Another large tank has rusted through and leaked, leaving a white residue and stressed vegetation on the ground. Many of the containers in the on-site laboratory are not labeled. Most of the drums are not labeled, although several have been documented as containing solvents and degreasers.

Instructions

Provide a concise (8 pages or less front/back) written work plan for anticipated removal actions from mobilization to demobilization at the site. All major tasks associated with the removal action shall be clearly identified and prioritized. The work plan should include:

1. The overall approach to the response, including a description of the technical methods, management approach, and analytical needs;
2. The project organization, including a description of the personnel, equipment, materials, and amount of each required to implement your approach;
3. A project schedule or timeline;
4. A site specific Health and Safety Plan (HASP), including levels of protection, decontamination procedures, and air monitoring considerations;
5. A QA project plan;
6. The stabilization, treatment and/or disposal approach and implementation procedures;
7. The subcontracting needs and procedures to solicit and award subcontracts;
8. The cost accounting, control, and RCMS procedures;
9. The immediate and ongoing methods of communication with the OSC about approaches and progress;
10. Any assumptions or inferences made.

L.18 SUBMISSION OF CONTRACTOR PLANS

The following plans must be submitted as set forth below:

Quality Management Plan

The required contents of the offeror's proposed Quality Management Plan are described in the clause titled "Higher-Level Contract Quality Requirement (FAR 52.246-11)" located in Section E of the solicitation.

Quality Assurance Project Plan

The offeror shall prepare and submit a Quality Assurance Project Plan in accordance with EPA "Requirements for Quality Assurance Project Plans (QA/R-5)". Reference the Section E clause titled "Higher Level Contract Requirement (FAR 52.246-11)".

Conflict of Interest Plan

The offeror shall submit, as part of its technical/business proposal, an Organizational Conflict of Interest Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror will describe the steps that will be taken to avoid or mitigate an actual or potential conflict. The offeror must address both organization and site specific conflicts of interest for past and future work. This plan shall be developed using the instructions set forth in the L clause titled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans" as a guide. An offeror's COI plan will be evaluated in accordance with the section "M" clause titled "Evaluation of Standard Operating Procedures".

NOTE - In addition to the documents required in the Section L clause titled "Minimum Standards for EPA Contractors' Conflict of Interest Plans", offerors shall submit a plan that includes the following:

Relevant information about its own on-going or past performance of environmentally-regulated activities and the impact that those activities could have on the firms' judgment and objectivity in performing the contract.

Accordingly, for each of the task areas described in the SOW, you are requested to submit to EPA an analysis of the potential for any organizational conflict of interest (OCI) that may occur during performance of the contract as a result of your firm's past or on-going performance of environmentally-regulated activities.

In particular, please discuss any activities that are identified on databases such as, but not limited to, EPA's Enforcement and Compliance History Online database (<http://www.epa.gov/echo>) and EPA's Envirofacts Data Warehouse. (<http://www.epa.gov/enviro>) Should you identify any such OCIs, please provide your plan to effectively avoid, neutralize or mitigate the conflict.

Health and Safety Plan

The offeror shall provide an Corporate Health and Safety Plan. The final EPA approved version will be incorporated into and resulting contract

Professional Employees Compensation Plan

The offeror shall provide a Professional Employees' Compensation Plan which will be incorporated into any resulting contract. At a minimum, the plan must address the requirements set forth in the L provision titled "EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46).

L.19 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$ 1 million. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 5 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305(a)(2)(iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.20 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 14 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.21 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.22 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: Service Disabled Veteran Owned Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

L.23 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.24 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.25 DAVIS BACON ACT - SECONDARY SITE OF THE WORK (FAR 52.222-5) (JUL 2005)

a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

1. (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF AWARD TERMS

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all terms to the total price for the basic requirements. Evaluation of award terms will not obligate the Government to exercise the term(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

The Government will make award to the responsible offerors whose offer conforms to the solicitation and is most advantageous to the Government, cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are more important than cost or price.

The following are the factors and significant subfactors used to determine quality of product or service:

Each subfactor will be evaluated in its entirety.

Factor 1. CORPORATE (30 Points)

Subfactor a. Technical Management (Oral presentation) (10/30)

Subfactor b. Business Management (Oral presentation) (10/30)
 Subfactor c. Personnel (Written proposal) (10/30)

Factor 2. RESPONSE CAPABILITIES (30 Points)

Subfactor a. Response Experience (written proposal) (10/30 points)
 Subfactor b. Response Network (Oral presentation and written proposal)
 (20/30 points)

Factor 3. TECHNICAL ABILITY (30 Points)

Subfactor a. Pop Quiz (Oral Presentation) (5/30 Points)
 Subfactor b. Time Critical Scenario (Written Proposal) (15/30 Points)
 Subfactor c. Emergency Response Scenario (Oral Presentation) (10/30
 Points)

Factor 4. PAST PERFORMANCE (Written Proposal) (10 Points)

M.4 TECHNICAL EVALUATION CRITERIA FOR AWARD

I. Rating Scale

Proposals will be rated by the TEP according to the following rating scale:

Rating	Rating Criteria
5	The response to the factor is superior in most features.
4	The response to the factor is good with some superior features. Information provided is generally clear, and the approach is acceptable with the possibility of more than adequate performance.
3	The response to the factor is adequate. Overall, it meets the specifications and requirements, such that the TEP believes that the offeror could perform to meet the Government's minimum requirements.
2	Information related to the factors is incomplete, unclear, or indicates an inadequate approach to, or understanding of the factor. The TEP believes that there is question as to whether the offer would be able to perform satisfactorily.
1	The factor is addressed, but contains deficiencies and/or weaknesses that can be corrected only by major or significant changes to relevant portions of the proposal, or the factor is addressed so minimally or vaguely that there are widespread information gaps. In addition, because of the deficiencies, weaknesses, and/or information gaps, serious concerns exist on the part of the Technical Advisory Panel (TEP) about the offeror's ability to perform the required work.
0	The factor is not addressed or is totally deficient and without merit.

II. Factor and Subfactor Criteria

Factor 1. CORPORATE -30 points total

Subfactor a.

Technical Management (Oral presentation only) (10 points)

The offeror will be evaluated on its description of the management structure for controlling all work and coordinating all response activities with EPA. An example shall be presented describing how the management structure will handle the "day-to-day" activities, as well as the resolution of both contractual and site specific problems that may arise while performing response activities.

The offeror will be evaluated on the description of its method for ensuring that all storage, transportation, treatment and disposal are accomplished in a timely manner, meeting all applicable federal, state, and local safety and environmental laws and regulations. Examples demonstrating this type of experience shall also be provided.

The offeror will be evaluated on its description of a corporate health and safety program for protecting all employees (and subcontractor employees) working on this contract and its approach for implementing the program. Evidence shall be presented demonstrating the actual implementation of the corporate health and safety program at hazardous wastes sites.

The offeror will be evaluated on the description of its method for providing technical support for government enforcement proceedings. This method should describe the appropriate personnel, information, materials and/or equipment to gather evidence or provide testimony. Description of document control and chain-of-custody procedures should be provided. Examples demonstrating this type of experience shall also be provided.

The offeror will be evaluated on the description of its approach for identifying and conducting needed training for in-house and subcontractor personnel on health and safety issues and environmental compliance. Evidence of such training capability shall be presented.

The offeror will be evaluated on its ability to demonstrate a technical approach to the applicable or relevant and appropriate requirements (ARARS) that must be addressed during response actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986 and Title IV, including technical and procedural requirements and contracting/subcontracting requirements. Particular ARARS of interest are the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), as amended, and the CERCLA Off-Site Disposal Rule.

Subfactor b.

Business Management (Oral Presentation only) (10 points)

The offeror will be evaluated on its ability to demonstrate recent, direct experience in managing the financial aspects of efforts similar

to the Statement of Work (SOW) (Attachment 1). This shall include experience in managing task order type contracts where services were provided on an emergency basis and require oversight of concurrent activities in widely dispersed geographic locations.

The offeror will be evaluated on its ability to present a detailed discussion of cost accounting and cost control techniques to be used during all phases of operation. The offeror shall describe the cost management procedures that would be used during response actions including preparation format. (Similar to the EPA Form 1900-55 DailyCost Reports using the EPA Removal Cost Management System (RCMS)). The offeror shall provide details regarding monthly billing cycles, accuracy of cost projections on completed projects, and ad-hoc cost tracking capability. The offeror shall discuss how costs would be minimized during response and non-response activities.

The offeror will be evaluated on the ability to demonstrate its capability to implement various working arrangements (e.g., lease agreements) with local providers of cleanup equipment, materials, and services such as drilling, fencing, testing, transportation and disposal.

The offeror will be evaluated on its ability to provide a detailed description of procedures for soliciting and awarding competitive non-team subcontracts. The offeror shall also describe procedures for purchasing materials. State whether or not the offeror has an approved purchasing system for Federal government contracts.

The offeror will be evaluated on the ability to discuss its the approach for cost effectively phasing into and assuming response work being done by entities including other EPA contractors, so that no disruption in work results.

Subfactor c.

Personnel (Written Proposal only) (10 points)

The offeror will be evaluated on the qualifications and experience levels of the personnel being proposed as key personnel. The offeror shall demonstrate its ability to provide key personnel with the qualifications listed in Attachment 9 to the solicitation titled "Key Personnel Qualifications," and other labor categories which will be necessary to perform the Statement of Work.

The offeror will be evaluated on its ability to train and maintain a well-qualified staff, including its ability to meet the basic and advanced radiation training requirements in accordance with Attachment 9 to the solicitation titled "KEY PERSONNEL QUALIFICATIONS."

The offeror will be evaluated on its ability to demonstrate that the key personnel and other personnel are available to work on this contract if the offeror is selected for award.

The offeror will be evaluated on its ability to increase staffing to meet surge requirements; and its ability to obtain, maintain, and integrate specialized labor.

FACTOR 2. RESPONSE CAPABILITIES (Oral presentation and written proposal - 30 points)

Subfactor a.

Response Experience (Written proposal 10 points)

The offeror shall demonstrate technical experience as it relates to the tasking areas of the SOW in the submission of 5 examples of its response capabilities. This shall include direct experience in conducting containment, countermeasure, cleanup, mitigation and disposal activities for releases of oil, petroleum products and hazardous chemical substances using a wide variety of response personnel, equipment and materials.

The offeror shall demonstrate how its technical experience will be applied under the proposed contract, and how that experience is beneficial to the government. This shall include demonstrating technical experience concerning:

Comprehensive Environmental Response, Compensation and Liability Act
Resource Conservation and Recovery Act
Oil Pollution Act
Stafford Disaster Assistance and Emergency Relief Act.

Subfactor b.

Response Network (Oral presentation and written proposal - 20 points)

The offeror shall provide a detailed project organizational chart with Key Personnel and On-Scene Response Personnel. Describe procedures for retaining, maintaining, managing and supporting the network of response personnel, equipment, and materials to allow the On-Scene Coordinator (OSC) or the Remedial Project Manager (RPM) to direct the emergency, time critical and non-time critical removal and early/interim remedial actions. Evidence shall also be presented to demonstrate that there exist clear lines of authority and communication between project staff, On-Scene response personnel and management.

The offeror shall identify all team subcontractors proposed as part of the response services and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization, including procedures to minimize the potential for conflict-of-interest situations. Procedures shall also be presented to mitigate situations in which prospective subcontracts are with vendors who are currently providing supplies and services under other contracts or Task Orders and shortages arise when a new Task Order is issued under this contract. The offeror shall demonstrate with a chart and map how and where response personnel, equipment and regional network of response personnel will be available, whether provided by the contractor or any subcontractor. The offeror shall also demonstrate how response time limits required in the SOW will be met.

The offeror shall demonstrate the ability to provide adequate personnel for multiple concurrent Task Orders. This demonstration should include the ability to provide key personnel, e.g. a Response Manager and Transportation and Disposal Coordinator, as well as other personnel, including a Chemist, a Health and Safety Officer plus On-Scene response personnel for multiple concurrent Task Orders.

The offeror shall demonstrate its availability or ability to obtain minimum quantities of equipment and materials listed in Attachment 2, "Statement of Work". A method shall be presented to describe the acquisition, disposition and maintenance procedures for the minimum quantities of equipment and materials.

The offeror shall describe how additional items are to be obtained, if certain equipment, materials or personnel presented in the RFP are not available in-house.

Factor 3. TECHNICAL ABILITY

Subfactor a.

Pop Quiz Response (Oral Presentation-5 Points)

The Government will evaluate the offerors' demonstrated technical ability by evaluating information provided by offerors during the pop quiz responses. Specifically, offerors will be evaluated on the relevance of oral pop quiz to the requirements of the SOW. The Government expects the offeror to discuss how it would approach the work in the Pop Quiz and handle/resolve any issues; thereby demonstrating knowledge of issues relating to the tasks listed in the SOW and any applicable regulations and statutes. Additionally, the Government will evaluate the soundness of the offeror's technical approach and understanding/handling of the problems associated with performing the task(s) necessary in the Pop Quiz Questions and achieve the desired outcomes/goals, and the offeror's creativity and ingenuity in addressing the requirements of the Pop Quiz Questions.

Subfactor b.

Scenario "Time Critical Removal" (Written Proposal-15 Points)

Offerors shall demonstrate offerors' technical ability relevant to the SOW through a written response to the scenario in the section L clause titled "Oral Presentation Instructions". The Government expects the offeror to discuss how it would approach each Scenario and handle/resolve any issues; thereby demonstrating knowledge of issues relating to the tasks listed in the SOW and any applicable regulations and statutes. Additionally, the Government will evaluate the soundness of the offeror's technical approach and understanding/handling of the problems associated with performing the task(s) necessary, and the offeror's creativity and ingenuity in addressing the requirements of the each Scenario.

Subfactor c.

Scenario "Emergency Response" (Oral Presentation-10 points)

Offerors shall demonstrate their technical ability relevant to the SOW through a oral response to an emergency response scenario which will be

furnished on the day of the presentation. The Government expects the offeror to discuss how it would approach each scenario and handle/resolve any issues; thereby demonstrating knowledge of issues relating to the tasks listed in the SOW and any applicable regulations and statutes. Additionally, the Government will evaluate the soundness of the offeror's technical approach and understanding/handling of the problems associated with performing the task(s) necessary, and the offeror's creativity and ingenuity in addressing the requirements of the scenario.

Factor 4. PAST PERFORMANCE (Written Proposal 10 Points)

Offerors will be evaluated based on information provided by their clients on their past performance under existing and prior contracts for similar products or services.

Past performance will be evaluated based on the past performance information presented in the offeror's proposal, information obtained through the past performance questionnaires, and information obtained by the Government through other sources. The Government will focus on information that demonstrates quality of performance relative to the size, complexity, and nature of the procurement similar to the procurement under consideration. References other than those identified by the offeror on the "Past Performance Questionnaires" may be contacted by the Government and used in the evaluation of the offeror's past performance. The following items will be considered when evaluating the offeror's past performance:

- quality of products and services delivered;
- cost control
- timeliness of performance; and
- business relations.

Feedback received from references will be compared to each other to note differences and similarities, and the past performance evaluation will be based on all information obtained. Negative responses will only be disclosed to an offeror if discussions are held. Under no circumstances will the individual names of responding references be disclosed.

Offerors with no past performance history, whose past performance is not relevant, or for whom past performance data is not available, will not be evaluated either favorably or unfavorably on past performance. Every attempt will be made to ascertain meaningful past performance information on which the offeror's past performance can be evaluated. If an offeror does not submit the required past performance information, and EPA becomes aware that the offeror does have relevant past performance history, the offeror may be deemed ineligible for award.

M.5 EVALUATION OF STANDARD OPERATING PROCEDURES

The Plans, as described in Section L, will be evaluated as acceptable or unacceptable.

As set forth in Section L of this RFP, the offeror is required to submit the following:

- Conflict of Interest Plan
- Quality Management Plan
- Corporate Health and Safety Plan
- Professional Employees Compensation Plan
- Standard Response/Counter-terrorism Procedures

The acceptability of these plans will be considered as part of the responsibility determination undertaken prior to contract award to determine whether an offeror meets the responsibility standard set forth in FAR Subpart 9.104. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's price, an offeror whose plans or procedures are not acceptable at time of contract award will be considered non-responsible and ineligible for award.

M.6 TEAM SUBCONTRACTOR AGREEMENTS

The proposed contractor shall provide within five (5) calendar days of issuance of a notice of award, one copy of each proposed Team Subcontract agreement (when applicable).

ATTACHMENT 1

RESPONSE EQUIPMENT

RESPONSE EQUIPMENT

The following is a list of items that are expected to be included in the contractor's inventory, for any individual Task Order which is of unusual magnitude or circumstances, the contractor may request the Contracting Officer to approve direct reimbursement of a specific item for that Task Order only. The Government considers the following to be examples of items that should be included in the contractor's inventory:

- Air Purifying Respirator
- Hard Hat, Safety Glasses, Ear Plugs
- Oil, Grease, Filters, etc. necessary for operation of equipment
- Time spent doing maintenance and taking classes
- Maintenance/Service Vehicle or Trailer
- Tire Repair and/or service calls for tire repair
- Hand Tools (hammers, wrenches, levels, screwdrivers, etc., including non-sparking; Drum/Barrel Cart, Pallet Jack, Wheel Barrow, ratchet straps)
- Sampling Tools (stainless steel pails, pans, trowels, drum thieves, calawasi tubes, etc.)
- Sampling Supplies (bottles, jars, preservatives, labels, chain-of custody forms/labels, decontamination agents, etc.)
- Field tools (shovels, brooms, hooks, axes, spades, rakes, etc.)
- Field Chemistry Supplies (pH and other indicator papers, test tubes, vials, flasks, cotton swabs, propane torches, etc.)
- Emergency Egress System
- Drum/Barrel Punch for sampling and/or emptying drums, poly tanks
- Welding Stand, including torch, protective gear, and supplies
- Cutting Torch and protective gear (gloves, goggles)
- Portable Eye Wash
- Saws; Hand or Electrical (chain, cut, band, circular, etc.)
- Detergents (laundry soap, shampoo, personnel or equipment decontamination detergent, bleach, etc.)
- Metal Detector
- pH Meter, Conductivity Meter, ORP Meter, Thermometer

- Combustible Gas Indicator
- Propane Tanks
- Oxygen Meter
- Organic Vapor Analyzer
- Trash Can, Trash bags
- Vacuum Cleaner
- Safety, Pump, for Colormetric Tubes
- Safety, Meter, Monitor, Explosion
- Safety, Meter, Monitor, Expl/Oxygen
- Safety, Meter, Monitor, HNu (PID)
- Safety, Meter, Monitor, OVA, (FID)
- Safety, Meter, Monitor, IRD
- Safety, Meter, Monitor, Oxygen
- Safety, Meter, Monitor, Radiation
- Safety, Meter, Mon, Aerosol (specify)
- Safety, Meter, Monitor, Cyanide
- Safety, Meter, Monitor, H2S
- Safety, Meter, Monitor, Merc Vapor
- Safety, Compressor, Breathing Air
- Safety, Sampler, Air/Personnel Pump
- Field Personnel Decontamination Station
- Hand Held Radio
- Telephone, plain paper facsimile machine, including telephone cord/Jacks, cell phone
- Computer, Printer with double-sided copy and paper feed, Modem
- Photocopy Machine
- Batteries, Flashlight,
- Tape (duct, strapping, electrical, warning, hazardous, etc.)

- Hoses, including suction/discharge hoses for pumps
- Hose Nozzle or Head, Sprinklers
- Rope, (nylon or wire)
- Chairs, Tables, Desks, folding tables or other Furniture, Extension Cords
- Office supplies (pens, pencils, grease, glass jar markers, drum markers, all other markers, paper, calculators, paper clips, staplers, office tape, staple removals, stickers, labels, folders, notebooks, lights, etc ...)
- Charges for e-mails or faxes
- Spray paint, survey stakes and other markers, etc.

Personal Protective Items that are NON DISPOSABLE as follows:

- Personal Protective Clothing (e.g., rain gear, reflective vests, coveralls, flotation vest, chaps, etc.)
- Boots (e.g., chemical resistant, steel toe, etc.)
- Gloves (e.g., cotton, work, leather, etc.)
- Escape Mask, Lens Covers
- Face Shield for Hard Hat
- Nose Cup
- Cooling equipment for protective clothing
- Miscellaneous personal items

ATTACHMENT 2

STATEMENT OF WORK

I. INTRODUCTION

- A. Acronyms
- B. Definitions
- C. Title
- D. Background
- E. Scope
- F. Trans-boundary Responses
- G. Response Times

II. TECHNICAL REQUIREMENTS

- A. Response Operations
 - 1. Project Planning
 - 2. Containment, Countermeasures, Emergency and Removal Response
 - 3. Decontamination, Response Mitigation
 - 4. Treatment and Transportation and Disposal
 - 5. Restoration and Soil Stabilization
 - 6. Analytical Services
 - 7. Demolition Services
 - 8. Construction and Support Facilities In Support of Removal

Action

- 9. Marine Operations
- B. Other Requirements
 - 1. Technical Support of Government Enforcement Proceedings
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 - 3. Examples of Cost-Control Measures

III. CONTRACT MANAGEMENT

- A. Contract Management
- B. Contract Site Administration
- C. Site Cost Management & Tracking

IV. LEVELS OF PERSONNEL BACKGROUND CHECKS DRUG SCREENING

- A. Level 1 - EPA Background Check Criteria
- B. Level 2 - EPA Background Check Criteria for Sensitive Sites

Exhibit A: Key Site Personnel and Responsibilities

Exhibit B: Personnel Qualifications

Exhibit C: Personal Protective Equipment Types by Levels

Exhibit D: ICS Training Requirements

Exhibit E: Level A Response Requirements

Attachment A: Agency Personnel Verification Procedures for Contractor Personnel

I. INTRODUCTION

A. ACRONYMS

ACP	Area Contingency Plans
ARARs	Applicable or Relevant and Appropriate Requirements
CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980

CFR	Code of Federal Regulations
CO	Contracting Officer
CWA	Clean Water Act
DWO	Daily Work Order
EPA	Environmental Protection Agency
ERNS	Emergency Response Notification System
ERRS	Emergency and Rapid Response Services
ESF	Emergency Support Function
FOSC	Federal On-Scene Coordinator
HASP	Health and Safety Plan
ICS	Incident Command System
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
NRP	National Response Plan
OPA	Oil Pollution Act
OSC	On-Scene Coordinator
OSHA	Office of Safety and Health Administration
OSWER	(US EPA) Office of Solid Waste and Emergency Response
PDD	Presidential Decision Document
PM	Program Manager
PO	Project Officer
POC	Point-of-Contact
POLREP	Pollution Report
PRP	Potentially Responsible Party
QA	Quality Assurance
QC	Quality Control
RCMS	Removal Cost Management System
RCP	Regional Contingency Plan
RCRA	Resource Conservation and Recovery Act
RPM	Remedial Project Manager
RM	Response Manager
SA	Site Assessment
SARA	Superfund Amendments and Recovery Act
START	Superfund Technical Assessment and Response Team
TO	Task Order
TSDF	Treatment, Storage and Disposal Facility

B. DEFINITIONS

1. On-Scene Coordinator (OSC)/Federal On-Scene Coordinator (FOSC): The EPA official designated to coordinate and direct response under Subpart D of the NCP, and/or any direct removal under Subpart E of the NCP.
2. Remedial Project Manager: The EPA official designated to coordinate, to monitor, or direct remedial or other response actions under Subpart E of the NCP.
3. Ordering Officer: An EPA Contracting Officer or an EPA designated OSC with delegated procurement authority.
4. Removal Action: A removal action may fall into one of three categories:
 - a. Emergency removal actions require an immediate response to releases;
 - b. Time-critical removal actions require a response action within six (6) months;
 - c. Non-Time critical removal actions require a response action that can

start later than six (6) months after the determination that a response is required.

5. Response Manager: An employee of the contractor designated to be the point of contact for the EPA OSC and/or Ordering Officer who is responsible, technically and administratively, for the initiation and completion of the work.

6. Regional Cross-over: Response under this contract to another EPA region. Response times would be negotiated with the contractor prior to issuance of the task order.

7. Region 5: Illinois, Indiana, Ohio, Michigan, Wisconsin, and Minnesota.

The specific type of removal action and the required response time shall be determined by the OSC with consideration to the nature of the release, the contaminants of record, and the threat or potential threat to human health/and or the environment.

C. PURPOSE

The purpose of this contract is to provide fast responsive environmental cleanup services for hazardous substances/wastes/contaminants/materials and petroleum products/oil for Region 5 (Illinois, Indiana, Ohio, Michigan, Wisconsin, and Minnesota). Environmental cleanup response to natural disasters and terrorist activities may also be required under this contract. A regional cross-over, a response in another EPA region, may be requested under this contract. It is anticipated that under rare circumstances, with the request of the Country of Canada, an environmental cleanup response into the trans-boundary region of may be required.

D. BACKGROUND

Under the authority of:

- Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or Superfund of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA);
- Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA) of 1990;
- Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR Part 300);
- Presidential Decision Document (PDD) # 39;
- the Robert T. Stafford Natural Disaster Act and pursuant to the National Response Plan (NRP);
- and in accordance with any re-authorizations or amendments to any of the above named statutes and new response legislation;

the Environmental Protection Agency (EPA) has been delegated the

responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment.

The EPA is also responsible for conducting evaluations and cleanups of uncontrolled hazardous substance or waste sites.

In addition, the EPA has the authority pursuant to Emergency Support Function (ESF) #10 and other laws to:

- help and/or mitigate endangerment of the public health, welfare or environment during emergencies or natural disasters;
- support states and communities in preparing for responses to releases of oil, petroleum products and hazardous substances
- provide response and removal services in response to incidents involving weapons of mass destruction, acts of terrorism, and radiological, biological and chemical incidents and Federally Declared Disaster incidents;

E. SCOPE

The contractor shall provide all personnel, materials and equipment as listed in Section B of the contract to perform response actions. The contractor shall also provide personnel, materials, and equipment types other than specified in Section B of the contract when deemed necessary by the On-Scene Coordinator to accomplish the response action.

The Ordering Officers identified in the contract or subsequent modification(s) to this contract, will issue Task Orders (TO) for all work required under this contract in accordance with the terms and conditions of the contract. General technical guidance by the OSC does not relieve the contractor of the responsibility for performance under the contract by the contractor or its subcontractors.

The contractor shall submit all work products in draft for review and approval by appropriate Government personnel prior to preparation and issuance in final, in accordance with the terms and conditions of the contract. The Government shall make all final policy and regulatory decisions resulting from the contractor's recommendations under this contract.

The contractor shall take any response action under the direction of the Ordering Officer, consistent with the terms and conditions of the contract, and in accordance with the directions of the TO. TOs may be issued verbally but will be formalized in writing within 10 (ten) business days. The contractor shall provide personnel, labor, materials, and equipment required to perform response activities. The contractor shall adhere to the requirements regarding EPA's Background Check and Drug Screening Policy identified in the contract terms and conditions under section IV of the PWS. The contractor shall provide qualified and fully trained personnel, labor, materials, and equipment required to perform response activities. Exhibit A of the PWS identifies the Key Site Personnel and Responsibilities. Exhibit B and C outline Personnel Qualifications and the Personal Protective Equipment Types by Level. Exhibit D identifies the Incident Command System (ICS) Training Requirements.

The contractor shall take any actions required to mitigate or eliminate any hazard or damage to the environment resulting from:

- a release or threat of a release of oil, petroleum products, hazardous substances, pollutants or contaminants into the environment
- the threat of fire and explosion and incidents involving terrorist acts, weapons of mass destruction, and radiological-biological-chemical incidents
- natural or man-made disasters

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including contaminated media, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level. The contractor shall obtain all necessary on-site permits and comply with applicable and relevant regulations unless otherwise directed in a TO issued by the Ordering Officer pursuant to CERCLA. The contractor shall be responsible for obtaining all necessary transportation and disposal permits, or transportation and off-site treatment, or disposal permits.

The contractor shall obtain special services, such as specialized removal equipment or personnel with specialized qualifications, dependent on site conditions (through leases, subcontract agreements, or rental agreements, etc), in a timely and cost efficient manner.

The contractor may be tasked to participate in tactical exercises with the EPA in order to develop a working team relationship. Exercises will include the use of contractor and government-provided equipment.

F. TRANS-BOUNDARY RESPONSE

This contract may be used to respond to incidents primarily in the border region of Canada; but only upon request by Canadian governmental officials, in accordance with the general policies and procedures contained in the Joint Contingency Plan (JCP). As this contract requires trans-boundary response capability, coordination with the U.S. Border Patrol, Immigration, Customs, Department of Transportation and other federal, state and local officials, as well as International officials shall be necessary. The contractor shall be solely responsible for the coordination of transportation of personnel, materials and equipment across the borders, and all necessary paperwork for the rapid deployment of personnel, materials and equipment in an emergency situation. The contractor must comply at all times with all U.S. laws when working under this contract. Additionally, the contractor may be subject to Canadian laws, including, licensing and insurance requirements, for response activities performed in Canada.

An actual response into Canada is expected to be a rare occurrence; in fact, instances have not occurred in the last 10 years where it has been necessary to respond.

G. RESPONSE TIMES

The contractor shall provide a management and personnel structure that will ensure that personnel are available on a 24 hour-a-day basis and that responses are conducted in accordance with the technical direction outlined in the TO or as provided by the On-Scene Coordinators (OSCs). For emergency response actions requiring immediate mobilization to the site, the contractor will be required to be en route within two (2) hours and arrive at the site no later than four (4) hours for the metropolitan areas listed below.

1. Chicago
2. Detroit
3. Minneapolis
4. Cleveland
5. East St. Louis
6. Cincinnati
7. Milwaukee
8. Indianapolis
9. Columbus

For non-metropolitan areas, the contractor will be required to be en route within (2) two hours and arrive at the site no later than (6) six hours. The Upper peninsula of Michigan and Northern Minnesota are exceptions, whereby the contractor is required to be en route within (2) hours and arrive at the site within (8) eight hours.

The minimum requirements for emergency response services in the time limits specified is: one (1) Response Manager (RM) and two (2) Laborers and equipment as required to accomplish the work under the TO as requested by the Ordering Officer. Additionally, under emergency response, all remaining personnel and equipment requested by the OSC will be required at the site within twenty-four (24) hours of receiving a verbal TO.

For other than emergency removal responses (time critical and non-time critical removals, the contractor will be required to deliver all required personnel, equipment, materials and other necessary items within 72 hours of notification.

The region will issue a TO to a central single point-of-contract (POC), designated by the contractor as the representative for the overall administration of TOs. The POC shall be the contractor's representative to initiate work, assign response personnel and commit equipment, materials, and other resources specified with this contract. The POC will ensure that all such items are available within the required response time limits.

The OSCs are authorized and duly delegated to direct and coordinate the execution of the TO for each response action. This includes directing the execution of the TO, through the designated contractor's Response Manager (RM), who is assigned by the contractor's POC for the specific removal actions. The PM is the contractor's representative for the site and shall be responsible for the day-to-day decision making processes pertaining to on-site activities, which are approved by the EPA OSC.

The POC for the contractor will also be the primary contact for coordination of contractual activities and programmatic requirements with the EPA Project

Officer (PO) and the EPA Contracting Officer (CO). Coordination responsibilities include reporting on work progress, providing cumulative financial data, discussing contract status and resolving programmatic issues.

II. TECHNICAL REQUIREMENTS

A. RESPONSE OPERATIONS

At a minimum, and in accordance with task order (TO) instructions, the contractor shall accomplish the following tasks:

- provide environmental response cleanup services for removal/treatment of oil, petroleum products, hazardous substances, pollutants or contaminants as specified in Tos;
- provide environmental response cleanup services to natural and man made disasters, terrorist, weapons of mass destruction, and radiological-biological- chemical incidents as specified in Tos;
- respond to an NPL site to implement cleanup strategies as specified in Tos.

Technical requirements under this contract include emergency response, sampling, monitoring, site stabilization, controlling spilled material, waste treatment, restoration, removal actions, transportation and disposal. This list does not encompass all possible response activities, but is an extensive sample of types of activities that may be required under this contract. More specific requirements follow this generic list:

1. project planning
2. containment, countermeasures, emergency and removal response
3. decontamination, response mitigation
4. treatment, transportation and disposal operations
5. restoration and soil stabilization
6. analytical support
7. demolition services
8. construction and support facilities
9. marine operations

1. Project Planning

At a minimum, the contractor shall accomplish the following tasks when required by a TO:

- conduct an initial on-scene survey to gain sufficient familiarity with the site conditions
- prepare a detailed work plan to accomplish the project in the most effective, efficient and safe manner. This work plan shall, at a minimum, define the types and quantities of cleanup personnel, equipment and materials that will be needed, the proposed project schedule by sub-task, and the estimated cost
- prepare a detailed Health and Safety Plan to protect the workers on-site from the hazards with the contaminants and physical threats associated

with the emergency or removal actions

2. Containment, Countermeasures, Emergency and Removal Response

The contractor shall perform containment and countermeasures to protect health, welfare and the environment. More specifically, the contractor shall:

- perform multi-media sampling, analysis to determine the source, spread, and disposal options of a release or discharge
- provide hazardous categorization of wastes
- contain the release at its source and prevent further acute migration of the hazardous substance, pollutant or contaminant
- construct slurry or other types of trenches, dikes, underflow dams, or grout curtains
- deploy diversionary barriers such as booms, dams, sorbent pads/materials
- excavate, stage and cover excavated materials
- handle drums including stabilization, over packing, lab-packing, and remote container opening
- place pollutants in containers
- divert streams or waterways
- keep waterfowl and other water life away from the polluted area
- control fluid discharged from storm water, firefighting efforts, containment ponds, or other impoundments
- provide alternative drinking water; i.e., provide bottled water; design/install/service/maintain treatment unit(s); design/install/service/maintain well(s); design/install temporary and/or permanent water distribution lines
- provide temporary relocation of threatened individuals, and their pets and/or livestock: temporary relocation of individuals shall follow Federal Travel Regulations requirements until more definitive guidance is provided the contractor
- provide traffic, crowd and navigation control
- provide security (armed or unarmed guards, fencing, electronic surveillance, etc),
- execute damage controls or salvage operations
- drain, shear pipelines
- provide firefighting expertise; i.e., landfills, tire fires, gas wells

- plug and abandon oil and gas wells
- pump out/clean out tanks, barges, and containers
- repair leaks
- monitor for airborne, radiological, groundwater contaminants

3. Decontamination, Response Mitigation

The contractor shall perform decontamination, response mitigation to recover the pollutant from the affected media and/or to dispose of contaminated media. More specifically, the contractor shall:

- physically or chemically decontaminate drums, pipelines, tanks, containers, barges, buildings, equipment, materials, debris, or other objects, and personnel
- use chemicals or biological agents for flocculation, coagulation, neutralization, treatment reaction and separation
- physical and/or chemical treatment of affected water and soil
- use specialized equipment such as mobile activated carbon systems
- aerate affected media to selectively release volatile components
- fixation, solidification or other treatment of the polluted media in place
- salvage or destroy vessels

The contractor shall accomplish physical collection of pollutants in lieu of, or following any treatment action and the contractor shall:

- flush contaminants from waterways and marsh areas followed by collection and holding for treatment/disposal
- skim materials from the water surface
- wash soils and collect and store recovered materials
- pump contaminated groundwater and store for treatment/disposal
- segregate waste chemicals at hazardous waste sites

4. Transportation and Disposal Operations

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including media contaminated with such, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level, as per OSC technical direction and TO requirements. Disposal may include temporary storage and ultimate disposal at an approved Treatment, Storage and Disposal Facility

(TSDF). Disposal may be on-site or offsite. For this contract, all off-site transportation and disposal must be subcontracted (See Section H of the contract). The contractor shall:

- obtain all necessary on-site permits and comply with applicable and relevant regulations
- obtain all necessary transportation and disposal permits or transportation and off-site treatment or disposal permits
- verify that the selected disposal facility meets the requirements of EPA's policy for off-site response actions (40 CFR 300.440). This verification may be obtained from the EPA regional RCRA Off-Site Rule Coordinator where the intended TSDF resides
- provide certified truck scales
- placard Waste Transporters
- develop disposal options consistent with the Agency regulations and policies
- prepare draft waste profiles and manifests
- maintain manifest documentation
- oversee subcontractor(s) transportation and disposal of wastes
- maintain computer-based reports of on-site wastes, and of off-site disposal
- bulk wastes, utilize volume reduction techniques
- show initial location(s) and ultimate disposal location(s).

Disposal may include the following:

- controlled or uncontrolled combustion; on-site or off-site incineration
- treatment
- waste stabilization
- land disposal
- demolition
- fixation
- injection
- degradation
- burial

- detonation
- recycling, reclamation, and re-utilization
- other existing or innovative treatment and disposal technologies

5. Restoration and Soil Stabilization

The contractor shall use due care to prevent damage to property or materials of third parties. The contractor shall restore, replace and stabilize buildings, structures, personal or real property or material damaged by contamination or response operations. The contractor shall take actions to restore and stabilize soils and the damaged environment to as near pre-response conditions as possible, as approved by the OSC. Specifically, the contractor shall:

- repair buildings
- landscape: reseed, replant, replace soil, regrade, or restock
- remove any structure or equipment that was installed as part of a response action
- repair or restore roadways/driveways/sidewalks
- backfill and grade
- replace property that required disposal

6. Analytical Services

The contractor shall perform on-site and off-site analytical activities to provide chemical and physical analyses or high sample quantity column analyses to include, but not be limited to, pH, flash point, oxidation reduction, inorganic and organic or organic vapor analysis, compatibility testing, priority pollutant scans, and waste profiles. Analysis may include, but not be limited to, sample collection, storage, transportation, analysis and disposal. The analytical activities will be ordered by the OSC on an "as specified" turnaround basis to provide chemical and physical analyses and/or high sample quantity volume analyses. The contractor shall perform on-site and off-site analytical activities necessary to provide accurate waste profile information to treatment, storage and disposal facilities and allow for waste bulking.

7. Demolition Services

The contractor shall demolish and/or remove contaminated buildings, structures, tanks, barges, facilities and excavate or remove contamination or contaminated soils or materials around or below the structure as necessary to safely and effectively implement required response activities. The contractor shall provide services for the detonation of explosives and/or other reactive materials.

8. Construction and Support Facilities In Support of Removal Action

The contractor shall construct and provide facilities in support of removal actions. The contractor may be tasked to:

- construct or install a temporary office, response support building or structures
- construct or install temporary roadways
- provide utilities
- provide sanitary and decontamination facilities
- provide furnishings and equipment for field offices/command posts
- construct observation and monitoring structures

9. Marine Operations

Marine Operations are inclusive of all areas of PWS e.g. containment, etc. During marine operations the contractor shall display signal lights and conduct his operation in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing light and day signals to be displayed by vessels, other craft, or booms in the cleanup operations (33 CFR, Parts 84-90 and 207) and applicable state and Federal boating standards.

Should the contractor, during the progress of work, lose, dump, throw overboard, sink, or misplace any material, plant machinery, or appliance which, in the opinion of the OSC, may be dangerous to or obstruct navigation, the same contractor shall immediately recover and remove the same at no expense to the Government.

a. The contractor shall give immediate notice, with description and location of such obstructions to the OSC, and when directed by the OSC, shall mark or buoy such obstructions until the same are removed.

b. Should the contractor refuse, neglect, or otherwise fail to comply with the above requirements, such obstructions may be removed by the Government and the cost of such removal may be deducted from any money due or that becomes due to the contractor.

c. The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 407, 415, and 419 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C.A. 401 et seq.).

If the contractor recovers any oil, the proceeds from the sale of such oil, oil-water mixture or hazardous substances shall become the property of the Government. If the substance recovered from cleanup and containment operations, including scrap metals, is salvageable, the Government may elect to have the contractor transport such recovered substances to a Government specified storage site or directly to a commercial salvage company. Salvageable products, and the proceeds derived from them, shall become the

property of the Government. If the Government elects to deliver recovered substances to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract.

If the balance of allowable contract costs is less than the credit for recovered substances, the contractor shall reimburse the Government for the difference.

B. OTHER REQUIREMENTS

1. Technical Support of Government Enforcement Proceedings

These technical services may consist of the following:

- provide testimony during enforcement proceedings for a given site for which the contractor provided response services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes
- prepare affidavits, depositions and other documents
- implement contract document control and chain-of-custody procedures
- retain and store all contract site records, including employee related records such as time sheet, baseline data regarding work related physical examinations and other work related data, for a period of ten years. The contractor shall provide the Contracting Officer or any representative of the Contracting Officer with full access to these records during the ten-year period
- other related activities to support court proceedings
- provide all documents and reports gathered and produced pursuant to response actions to the EPA Records Coordinator

These government enforcement proceedings may be used to obtain an injunction against parties from the continued use of a site, or under an Administrative Order of Consent (AOC) to conduct removal or remedial actions, or a Unilateral Administrative Order (UAO) to conduct removal or remedial actions, or for the recovery of costs incurred by the Government in undertaking removal and early/interim remedial actions.

2. Site-related Documentation

The Contractor shall furnish copies of site-related documents written or developed regarding or pursuant to activities conducted under a task order. The contractor shall not release any site information, written or verbal, without the express written consent of the OSC. The contractor shall assist the OSC or Ordering Officer in public meetings, or dealings with impacted citizens and State or local officials as part of normal site operations. The contractor shall, at all times, clearly be identified as a contractor to the US EPA.

The contractor shall utilize the EPA's Removal Cost Management System (RCMS) to track costs on a daily and cumulative basis. RCMS shall be kept updated to reflect actual site occurrences. Comments in RCMS shall state- on the day of occurrence:

- OSC approval of overtime hours before any overtime hours are worked
- Competitive bid process
- Any agreements between OSC and RM regarding site operations
- Brief synopsis of work accomplished on that day

NOTE: Any OSC hand-written comments on a final 1900-55 SHALL be incorporated into the next 1900-55 produced. When the contractor's accounting system does not reflect the 1900-55, the corrections shall be incorporated into RCMS prior to invoicing, in order to maintain the integrity of the government's data. The contractor shall provide sufficient justification for the change to warrant the inclusion of the costs.

3. Examples of Cost-Control Measures

The following are examples of cost control measures that are expected as a matter of normal contract operations:

- Mobilization of Personnel and Equipment from the nearest office\
- Bulking of wastes where technically appropriate
- Evaluation of on-site vs off-site disposal remedies
- Where the contractor chooses to utilize non-full-time, but fully qualified and trained employees in a response action, the personnel shall be identified and an appropriate rate charged
- Assign appropriate number and skill level of personnel to site; note that EPA will reimburse for the labor performed, and the skill needed for that labor - not necessarily for the person performing the task. I.E. - if a chemist is performing a cleanup

Technician's function, EPA will pay for a cleanup technician's hours. If the cleanup technician is performing as a chemist, qualifications for the task must be met before reimbursement will be made at the higher rate.

III. CONTRACT MANAGEMENT

A. CONTRACT MANAGEMENT

1. The contractor shall provide personnel having the authority to commit the contractor's resources to accept and respond to issued task orders 24 hours per day, 7 days per week, 365 days per year. The Ordering Officer will determine the required response times for each task order.

2. The contractor shall maintain communication and coordination with EPA personnel including reporting problems encountered in performing TOs and

implementing any special controls specified by EPA. The contractor shall be available for meetings with EPA personnel, as requested. The location of these meetings will be within the region. At the beginning of the contract, monthly meetings shall be held at the EPA Chicago office. Depending on contractor's progress and good work performance, the meetings may be reduced to quarterly.

3. When required on a TO, the contractor shall provide response personnel, equipment, and appropriate materials to participate in emergency response exercises. The contractor may be tasked to participate in exercises that test functional areas, such as, organizational design (notification, staff mobilization, and response management system) or operation response (discharge control, assessment, containment, recovery, protection and disposal).

B. CONTRACT SITE ADMINISTRATION

1. The contractor shall provide a network of trained, qualified emergency response and cleanup personnel, equipment, and materials. The contractor shall ensure that trained and qualified Response Managers (RM) are provided for response activities and that the RMs are provided adequate resources to perform the response action. When it is not necessary for a RM to be onsite at all times, an onsite contractor employee shall be designated to act as the OSC contact person, capable of responding to site requirements and technical direction. The contractor shall mobilize and manage all contractor (including subcontractor) site personnel, equipment and materials necessary for implementing site-specific response actions pursuant to appropriate written or verbal TO issued by the Ordering Officer and technical direction pursuant to such TO as specified in the Daily Work Order (DWO) (s) or daily taskings.

2. The contractor shall coordinate with the EPA to arrange planning activities upon issuance of the TO. Planning activities may include attending scoping meetings, preparing project work plans and/or preparing schedules. The OSC will determine the appropriate planning activity for each TO.

3. The contractor shall implement a comprehensive safety program to protect all on-site prime and subcontractor personnel in contaminated and uncontaminated areas. This program shall be utilized in the preparation of all contractors' site Health and Safety Plans (HASPs). The EPA may task the contractor to prepare an OSC/RPM approved HASP which would govern all EPA sponsored site activities and would cover all personnel working on the site to include the personnel of other site contractors and government employees. This HASP is intended to serve as the EPA HASP for the site.

4. The EPA will furnish the contractor with software and a user's guide for preparing HASPs utilizing EPA's automated "Health and Safety Planner", EPA Publication 9285-8-01 (1993), or the contractor may prepare the HASP in another format appropriate to site specific conditions, meeting minimum OSHA requirements, and approved by the OSC.

5. The contractor shall ensure that OSHA hazardous substance response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractor employees who work in contaminated areas. The contractor shall ensure that all other applicable OSHA regulations, and EPA policies and procedures, including the "Standard Operation Safety Guides", (1988) and the "Occupational Safety and Health Guidance Manual for

Hazardous Waste Site Activities", (1985), for worker protection are met by all personnel, including both prime and subcontractor employees, in contaminated and uncontaminated areas.

6. The OSC shall establish, with full input from all impacted contractors, an acceptable safety standard for the site. The contractor may choose to adapt a more stringent standard, at their own expense; however, at no time shall the contractor adapt, or use, a less stringent standard.

7. The contractor shall provide to the OSC a copy of the 40 hour safety certification or their 8 hour refresher certification for each person who will work on the site - prior to any work being conducted.

8. The contractor shall report significant safety incidents and injuries to the Project Officer by phone within 2 hours of occurrence. Significant shall refer to lost time injuries, incidents likely to be made public or reported in the media; fires or explosions, and other incidents beyond "normal" site operations.

C. SITE COST MANAGEMENT AND TRACKING

1. The contractor shall manage the documentation of expenditures for a TO by accounting for all costs incurred in accordance with generally accepted accounting practices and standards and contract-specific reporting requirements. This shall include cost tracking and cost minimization efforts. These accounting procedures will be used during all response actions and during the daily preparation of EPA Standard Form 1900-55, Contractor Cost Reports, using the EPA Removal Cost Management System (RCMS).

2. The contractor shall provide personnel fully trained in the use of the Removal Cost Management System (RCMS) and capable of producing an accurate daily EPA Standard Form 1900-55 from RCMS. The contractor shall also track costs by task codes. The specific task will be identified by the OSC/RPM. In addition to the daily cost reports, the contractor shall provide cost summaries and cost projections to the OSC upon request. These summaries and projections may be produced through the RCMS system.

THE CONTRACTOR SHALL INVOICE FROM THEIR OWN ACCOUNTING SYSTEM. At no time will billing from any other system, including RCMS, be acceptable.

IV. LEVELS OF PERSONAL BACKGROUND CHECKS AND DRUG SCREENING

The contractor shall provide qualified personnel that meet the background check and drug screening requirements established below. The EPA has established 2 levels of criteria.

Level 1 contains background check criterion that applies to all contractor employees working at a response site.

Level 2 contains background check criteria and drug screening requirements that apply to all contract employees working at sites that are designated by EPA as "Sensitive Sites". Examples of such sites include those that involve law enforcement activities, apparent or suspected terrorist activities, any indoor cleanups (including private residences), drug lab cleanups, and response actions at geographically sensitive locations such as military

installations and government buildings. The Contracting Officer or On-Scene Coordinator will notify the Contractor whenever EPA designates a response site as a sensitive site. The designation will be provided to the Contractor in the TO or verbally, as the situation warrants. If a background check has been performed within one (1) year prior to the requirement for the background check, the contractor need not conduct another background check.

A. LEVEL 1 - EPA Background Check Criteria:

- i. Can be a non U.S. citizen with a valid visa,
- ii. No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counter intelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information.
- iii. No weapons offense in the last five (5) years,
- iv. No felony conviction in the last three (3) years,
- v. Not a fugitive from justice,
- vi. Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: <http://epls.gov>

B. LEVEL 2 - EPA Background Check Criteria for Sensitive Sites:

- i. Must be a U.S. citizen,
- ii. No convictions for crimes involving issues of National Security. A "national security crime" is defined as any criminal activity involving espionage or foreign aggression against the United States, intelligence or counterintelligence activities, including development of defense plans or policies, concerned with undermining or overthrowing the government of the United States and unlawful handling or disclosure of classified information,
- iii. No weapons offense in the last ten (10) years,
- iv. No felony conviction in the last seven (7) years,
- v. No misdemeanor conviction in the last five (5) years,
- vi. No convictions for three (3) separate offenses in the last ten (10) years (excluding traffic offenses),
- vii. Not a fugitive from justice,
- viii. Not listed in the Excluded Parties Listing System (EPLS). EPLS is a web-based database that identifies parties excluded throughout the U.S. Government from receiving federal contracts or subcontracts. The EPLS is available at: <http://epls.gov>

Drug Screening at Sensitive Sites: Contractor employees working at designated "Sensitive Sites" must pass, within the previous 90 calendar days, a drug test for the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) in conformance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs first published by the Department of Health and Human Services in the Federal Register on April 11, 1988 (53 FR 11979, and revised on June 9, 1994 (59 FR 29908), on November 13, 1998 (63 FR 63483), and on April 13, 2004 (69 FR 196440); and Procedures for Transportation Drug Testing Programs, 49 CFR Part 40. References to "DOT" shall read, as "EPA" and the split sample method of collection shall be used.

The requirements in Level 1 or 2 may be waived by the Contracting Officers, on a case-by-case basis, at a specific location, or for a specific individual. If the results of an employee's background check or drug screening do not meet the criteria in either level 1 or 2, as required, the Contractor may apply for a waiver. To initiate the waiver process, the contractor must submit, in writing, the background report or drug test on the employee and an explanation of the need for the employee for approval by the Agency before the employee performs contract services for EPA. The Contracting Officer will notify the contractor of the Agency decision within five (5) days of receipt of the contractor's request for a waiver. The contractor shall submit its request to the Director, Superfund/RCRA Regional Procurement Operations Division at:

By Mail:

U.S. Environmental Protection Agency
Director, Superfund/RCRA Regional Procurement Operations Division
Mail Code 3805R
1200 Pennsylvania Avenue, NW Washington, DC 20460

By Courier/Hand Carried:

U.S. Environmental Protection Agency
Director Superfund/RCRA Regional Procurement Operations Division (SRRPOD)
Bid and Proposal Room, Ronald Reagan Building, 6th floor, Room 61107
1300 Pennsylvania Avenue, NW Washington, DC 20004
The Bid and Proposal Room hours of operation are 8:00 AM - 4:30 PM weekdays, except Federal holidays.

Exhibit A

Key Site Personnel and Responsibilities

1. Program Manager

The Program Manager (PM) shall be the "primary" contractor contact with the CO and the PO for the overall management and coordination of the contract. The PM shall:

a. Maintain communication and coordination with the CO and PO relative to the management of necessary resources required in response services involving the releases of hazardous substances, oil and other contaminants or pollutants to the environment.

b. Meet with the CO and PO, as requested, to implement necessary administrative contract provisions. These items include, but are not limited

to, scheduling, budgetary, cost accounting requirements, and technical issue resolution.

c. Ensure the provision and management of necessary technical and administrative support services and multi-disciplinary professionals, including skilled personnel knowledgeable in transportation and disposal activities, or other discipline directly related to the requirements of the contract

2. Response Manager(s)

The Response Manager (RM) shall be the "primary" contractor contact with the OSC and shall be responsible for the management and execution of all response actions. The RM will be responsible for the implementation of the Performance Work Statement for the TO and will execute services under the technical direction of the OSC.

The RM shall be on the scene on a daily basis unless instructed otherwise by the OSC. In these instances, the contractor shall maintain someone on site at all times with authority to act for the contractor and coordinate subcontract activities. The RM shall:

a. Meet with the OSC, as requested, upon issuance of a TO to plan and coordinate the response action. In some cases, the OSC may request that the RM conduct an initial on-scene survey and/or develop a project work plan with a schedule prior to a full scale mobilization.

b. Ensure that appropriate contractor personnel operate equipment properly, provide materials and conduct the required response as presented in the TO and in the approved site work plan. These services shall be provided within the response time requirements for emergencies or within the response time specified by the OSC for other type of removal or remedial actions.

c. Maintain communication and coordination with OSC including reporting problems encountered in performing TOs. The RM shall immediately notify the OSC, and be responsible for taking immediate corrective action, when performance does not conform to contract requirements or to the directions given by the OSC for a response action.

d. Be fully trained in the use of the Removal Cost Management System (RCMS) and capable of producing an accurate daily EPA Standard Form 1900-55 from the RCMS.

e. On a daily basis, unless otherwise directed by the OSC, be responsible for and provide the OSC with a detailed accounting of all costs incurred at a site using the EPA Standard Form 1900-55 from the RCMS. In some cases, the OSC may request a handwritten daily EPA Standard Form 1900-55. However, the handwritten EPA Standard Form 1900-55s must be entered into the RCMS within fourteen (14) calendar days.

f. If requested on the TOs, implement a comprehensive site specific health and safety plan (HASp) to protect all response personnel. Have the ability to serve as site safety officer. Prepare site specific health and safety plans (HASp). Modify the HASp when site conditions warrant. Insure that the elements

of the HASP are being properly carried out. The HASP shall include the minimum requirements set forth in 29 C.F.R. Part 1910.

g. Develop, implement, and manage a Quality Assurance Project Plan (QAPJP) when any environmental monitoring, sampling or measurement is specified in the TO Performance Work Statement, or as otherwise directed by the OSC. The QAPJP shall meet the minimum QA requirements as described in the Performance Work Statement.

h. Ensure that environmental samples are collected and dispatched to laboratories for analyses. Ensure that waste profile samples are collected and dispatched to prospective off-site treatment or disposal facilities for waste acceptance.

i. Assist the OSC in completing waste profile forms, shipping manifests, and related documents. The RM shall have professional and working knowledge of the commercial facilities permitted to accept wastes typically encountered at CERCLA and/or other removal sites defined by the Clean Water Act, as amended by the Oil Pollution Act. The RM shall have the ability to prepare a written treatment/disposal plan which would, for example, list the site waste streams by type and quantity and provide a cost analysis of disposal and/or treatment options. The RM shall be responsible for identifying and procuring the services of prospective waste transporters and CERCLA compliant, RCRA permitted off-site treatment, storage or disposal facilities for all wastes requiring off-site treatment, storage and/or disposal.

3. Chemist

The Chemist shall provide the following services:

a. Prepare sampling plans for collection of multi-media samples (e.g. air, soil, water, and waste,). Oversee the implementation of sampling plans. Collect samples.

b. Determine, in consultation with OSC, the appropriate type and quality of analyses to be performed to attain EPA's data quality objectives.

c. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from field results.

d. Prepare and/or assist in the preparation of waste disposal profiles.

e. Perform field chemistry tests (e.g. pH, presence of oxidizers, cyanide and sulfide compounds, flash point and/or flammability, and water solubility,) for the purpose of identifying hazardous characteristics of waste samples.

f. Develop treatability schemes for wastes. Shall be familiar with, and have experience in, utilizing on site treatment methods; such as, but not limited to, neutralization, precipitation, flocculation, oxidation, reduction, and dissolving of contaminants.

g. Prepare and oversee implementation of waste bulking, consolidation, and/or packaging plans.

h. Keep a written log of activities on sampling and analytical results. Prepare written technical reports of sampling, survey, treatability, and analyses.

4. Site Safety Officer

The Site Safety Officer shall provide the following services:

a. Prepare site specific health and safety plans (HASP). Modify HASP when site conditions warrant. Ensure that the elements of the HASP are being properly carried out.

b. Establish work zones (exclusion, contamination reduction, support) on site, in accordance with the HASP. Ensure that work zones are physically delineated and maintained throughout the response action. Ensure that personnel and equipment decontamination stations are constructed and maintained in accordance with the HASP.

c. Conduct heat and cold stress monitoring of site personnel. In consultation with the OSC, adjust duration of hot zone work according to worker stress monitoring results.

d. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from results. Calibrate, maintain, and use air sampling devices such as personnel air samplers, detection tubes, etc.

e. Keep a written log of health and safety and monitoring activities and results; and prepare written technical reports.

f. Conduct health and safety audits of site activities when requested by the OSC. Hold safety meetings with site workers. Prepare and conduct health and safety training classes.

5. Transportation and Disposal Coordinator(s)

The Transportation and Disposal Coordinator (T&D) shall provide the following services:

a. Correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classifications, and provide knowledge of analytical information required for bulking of compatible waste streams.

b. Implement a working knowledge of hazardous material transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations.

c. Provide a working knowledge of current innovation treatment technologies.

d. Prepare written technical reports covering the transportation and disposal operations.

e. Manage and insure proper execution of multiple simultaneous contracts.

Exhibit B

Personnel Qualifications

A. Program Manager Minimum Qualifications - Point-Of-Contact

The PM shall have the following minimum qualifications and experience:

- M.S. or MBA degree with 6 years or more experience, as described below;
- or
- B.S. degree with 8 years or more experience, as described below; or
- Fifteen or more years experience, as described below.

Experience Factors:

Managerial and/or technical experience in response services involving the releases of hazardous substances, oil and other contaminants or pollutants to the environment. Managerial and/or technical experience in removal or remedial activities, including knowledge of transportation and disposal activities or other discipline directly related to the requirements of this contract. Experience in the management of technical and administrative support services to multi-disciplinary professionals*. General contract execution skills involving scheduling, resource allocation, performance monitoring, contract administration, budgetary and cost accounting requirements, and issue resolution.

B. Response Manager Qualifications

1. Seven (7) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Three (3) years of the 7 years experience must be in a capacity of supervising multi-disciplinary response personnel*.

2. Working and professional knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.

3. Working and professional knowledge of hazardous materials transportation regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.

4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.

5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.

6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.

7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer.

8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

*Multi-disciplinary skills are those possessed by a professional such as a site safety officer, chemist, geologist, or engineer and non-professional such as a foreman, equipment operator, lab technician, or laborer.

C. Chemist Qualifications

1. Bachelor of Science degree, with major in Chemistry, from an accredited college or university and a minimum of two (2) years field experience in oil, petroleum, and hazardous substance cleanup operation.

2. Knowledge of EPA QA/QC data collection protocols for removal activities, including, but not limited to the guidance set forth in the document entitled "Quality Assurance/Quality Control Guidance for Removal Activities Sampling QA/QC Plan and Data Validation Procedures - Interim Final" dated April 1990 (EPA/540/G-90-004). This guidance is outlined in the Quality Assurance Sampling Plan for Emergency Response (QASPER), Version 4.0, which is a PC-based software package used to draft site-specific quality assurance plans and is based on OSWER Directive 9360.4-01. Ability to insure that these protocols are adhered to. Ability to collect data in accordance with these protocols.

3. Comprehensive knowledge of EPA standard methods of analyses of multi-media (solid, liquid, air) waste and environmental samples. Ability to determine appropriate analyses to be performed, including identifying QA/QC limits, to obtain desired results.

4. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

5. Ability to prepare written technical reports and sampling plans.

6. Knowledge of chemical characteristics of oil, petroleum, and hazardous substances and compatibilities. Ability to determine, develop, provide recommendation for, and oversee implementation of waste characterization, bulking, and treatment actions.

D. Site Safety Officer Qualifications

1. A Certified Industrial Hygienist with two years (2) of on-scene experience in oil, petroleum, and hazardous substance response and cleanup actions. One year of the two years required experience must be in a capacity of site safety officer with responsibility for preparing and insuring proper implementation of site specific health and safety plans.

2. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare site specific health and safety plans (HASP) in accordance with EPA and OSHA regulations, policies, and procedures.

3. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation and sampling devices such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

4. Ability to independently assess the need, and provide recommendations for amendments to the HASP, depending upon a change in response.

5. Knowledge of resources available which provide chemical specific facts to supplement industrial hygiene data. Knowledge of exposure limits, chemical and physical properties of hazardous substances. Ability to evaluate exposure limits of hazardous substances against site survey results. Ability to develop and institute site specific controls to protect workers against exposure to hazardous substances.

6. Knowledge of factors which may contribute to worker heat and cold stress conditions. Ability to monitor for and recognize symptoms of workers suffering from heat and cold stress. Ability to develop and institute site specific controls to abate worker heat and cold stress conditions.

7. Ability to prepare written technical reports and HASPs.

E. Other On-Scene Personnel Minimum Qualifications

All other personnel shall demonstrate experience in performing routine duties typical to oil, petroleum, or hazardous waste site operations. All personnel shall meet minimum OSHA training, medical monitoring, and health and safety requirements for hazardous waste site workers, unless otherwise noted. Where applicable, personnel must be qualified to operate heavy equipment, standard cleanup equipment such as air compressors, pumps, generators, etc, have a

working knowledge of standard hazardous material handling safety procedures and personnel safety equipment, and operate testing, sampling, and/or survey equipment. Must demonstrate abilities to trouble-shoot malfunctioning equipment and make simple repairs.

T&D COORDINATOR:

A Bachelor of Science degree in Chemistry or Chemical Engineering, from an accredited college or university. A minimum of three (3) years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations. Ability to correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classifications, and knowledge of analytical information required for bulking of compatible waste streams. Working knowledge of hazardous materials transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations. Working knowledge of current innovative treatment technologies. Ability to prepare written technical reports covering the transportation and disposal operations. Ability to manage and insure proper execution of multiple simultaneous contracts.

ENGINEER:

Bachelor of Science degree in Civil, Chemical, Environmental, Sanitary, or other EPA approved discipline, from an accredited college or university. Applies chemical or civil engineering principles to solve hazardous waste response problems. Develops sampling plans to determine extent of cleanup required. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and costs.

FOREMAN:

Three years on-scene experience in oil, petroleum, and hazardous substance cleanup response. On larger sites, provides coordination assistance to the Response Manager (RM). Directs and oversees response activities of the cleanup crew at the direction of the RM. May coordinate all activities on a response where an RM is not needed. Must have skills in directing both general labor and on-site personnel, and trained for work using all levels of personal protective equipment.

LABORER:

Performs labor related to sampling and cleanup of hazardous wastes. Applies non-technical skills in handling hazardous substances. Trained for work using all levels of personal protective equipment. May also perform general activities involved in hazardous waste site control, including the operation of support equipment such as generators, air compressors, pumps, outboard motors, uni-loaders, air blowers, etc..

EQUIPMENT OPERATOR:

Meets OSHA/DOT minimum training requirements to operate heavy equipment, such as, but not limited to, backhoes, excavators, dozers, and loaders. Trained for work in all levels of personal protective equipment. Minimum of one (1) year experience operating heavy equipment.

TRUCK DRIVER:

Must have all the applicable state and Federal Department of Transportation motor vehicle operator's licenses. Operates trucks used to transport temporary structures, equipment, materials, and supplies, as well as oil, petroleum, hazardous substances and hazardous wastes waste onto and off of a response site.

EXPLOSIVE SPECIALIST:

Seven (7) years experience in identification, handling, transport and disposal of explosive devices, explosives, and highly reactive chemicals from removal sites. Specially trained and experienced in explosives handling. Must meet minimum criteria for State licensing requirements for explosives handling, in the five states of the region, where applicable.

FIELD CLERK:

Performs general clerical duties, such as maintaining site filing, data entry, and cost tracking. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the RCMS computer software. Prepares contractor daily cost reports and coordinates the acquisition of and picks up and delivers to the site materials and supplies. Assists with on-site procurement and subcontracting issues. Assists in the packaging and dispatch of samples.

LAB TECHNICIAN:

Assists the chemist in the sampling and analysis of soil, air, water and other solids and liquids to determine the concentrations of hazardous substances present at a response site. Performs air monitoring activities. Assists the site safety officer in safety monitoring actions.

GEOLOGIST:

Bachelor of Science degree in geological sciences, or other EPA approved discipline from an accredited college or university. Applies field geology and/or hydro-geology principles to analyze and solve hazardous substance problems, including soil contamination, ground water contamination, off-site migration of contaminants, and drinking water contamination. Prepares sampling plans and written technical reports.

EXHIBIT C

Personal Protective Equipment Types By Levels

Personal Protection Equipment requirements are determined by the NIOSH/OSHA USCG/and the EPA Occupational-Safety and Health Guidance Manual for Hazardous Waste Site Activities issued in October 1985. Additional guidance is given in EPA Standard Operating Safety Guides, Publication 9285.1-03, dated June 1992. These guidance documents, or their updated versions, will be the final determination for personal protection guidance in this contract. All equipment associated with a particular level of protection, or modified level of protection, is to be supplied by the contractor for each site. Details of the appropriate level of protection will be covered in the HASP. In an explosive atmosphere, intrinsically safe equipment is a requirement. Optional equipment must be available, depending upon site exigencies.

1. LEVEL A

- Pressure-demand, 4500 psi self contained breathing apparatus (MSHA/NIOSH approved)
- Fully encapsulating chemical-resistant suit Coveralls*
- Underwear, long cotton underwear*
- Gloves (outer), chemical-resistant
- Gloves (inner), chemical-resistant
- Boots, chemical-resistant, steel toe and shank. (Depending on suit boot, worn over or under suit boot)
- Hard hat* (under suit)
- 2-way radio communications (intrinsically safe)
- Disposable protective suit, disposable gloves and disposable boots* (Worn over fully encapsulating suit)

2. LEVEL B

- Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
- Chemical-resistant clothing (overalls and long sleeve jacket;
- coveralls; hooded, one or two-piece chemical-splash suit; disposable chemical-resistant coveralls) Coveralls*
- Gloves (outer) chemical-resistant
- Gloves (inner) chemical-resistant
- Boots (outer) chemical-resistant, steel toe and shank Boots (outer)

chemical-resistant (disposable)

- Hard hat (face shield*)
- 2-way radio communication (intrinsically safe)

3. LEVEL C

- Full-face, air purifying respirator (MSHA/NIOSH) approved)
- Chemical-resistant clothing (one piece coverall; hooded, two piece chemical splash suit; chemical resistant hood and apron; disposable chemical resistant coveralls) Coveralls*
- Gloves (outer) chemical-resistant
- Gloves (inner) chemical-resistant
- Boots, steel toe and shank, chemical-resistant
- Boots (outer) chemical-resistant (disposable)*
- Hard hat (face shield*)
- Escape mask*
- 2-way radio communications (intrinsically safe)

4. LEVEL D

- Coveralls
- Gloves
- Boots/shoes, safety or chemical-resistant steel toe and shank
- Boots (outer) chemical-resistant disposable*
- Safety glasses or chemical splash goggles*
- Hard hat (face shield)*
- Escape mask*

* Optional at the discretion of the OSC.

Exhibit D

ICS Training Requirements

PROPOSED PERSONNEL RESPONSIBILITIES AND MINIMUM QUALIFICATIONS FOR REGION 5
ERRS REQUIREMENTS

The National Incident Management System (NIMS), as developed and administered by the Department of Homeland Security, provides the template on which the

National response Plan (NRP) was built. To be compliant with the NIMS requirements, non-government first responder personnel and disaster workers are required to take NIMS, NRP, and ICS training. Further information and guidance documents may be found on FEMA's webpages (www.fema.gov/emergency/nims.)

The following minimal NIMS training courses are required as specified below of ERRS personnel in performing response and disaster work:

RESPONSE ROLE
REQUIRED TRAINING
ERRS PERSONNEL

Entry level first responders and disaster workers FEMA IS-700: NIMS, an Introduction

- ICS-100: Introduction to ICS or equivalent
- All field workers
- Technical Specialists

First line supervisors, single resource leaders, field supervisors and other emergency management and response personnel
In Addition to IS-700 and ICS-100;

- ICS -200: Basic ICS or equivalent
- Foreman
- Field Cost Accountants

Middle Management, including strike team leaders, unit leaders, division/group supervisors branch directors and multi-agency coordination system/EOC staff
In addition to IS-700, ICS-100, and ICS-200;

- FEMA IS-800:NRP ICS-300/400:
- Intermediate/Advanced ICS or equivalent
- Response Managers
- Senior Foreman
- Transportation & Disposal Coordinator
- Program Managers

All ERRS staff proposed for response and disaster work shall comply with the above training requirements within the first three months after contract award.

Exhibit E

Level A Response Requirements

The contractor shall maintain Level A emergency response capabilities that meet the requirements of this section. EPA intends to utilize these capabilities to respond to incidents that require Level A personnel protective equipment (PPE). Level A emergency responses may involve industrial chemicals and/or incidents involving materials associated with terrorist activities, including the following:

- Biological warfare agents;

- Radiological materials;
- Chemical warfare agents (i.e. nerve agents, blister agents, blood agents, choking agents, etc.); and
- Other industrial chemicals that might be used as weapons.

The contractor shall provide a Level A team or teams with trained, experienced, labor and appropriate equipment necessary to perform Level A response operations safely and in a timely manner. Each team shall consist of:

- (1) Response Manager,
- (6) Entry Team members,
- (1) Health and Safety Officer,
- (4) Level B Decon Team members
- (3) Level C Decon Team members.

Level A teams shall respond, fully equipped, to an incident within the response times listed in attachment I .G. of this contract and with sufficient PPE and supplies to support Level A operations during the initial 24 hours of a response. Teams shall be able to support a minimum of six Level A entries consisting of three persons per entry over a 24-hour period without interruption.

The contractor shall have a Health and Safety Program sufficient to support Level A operations and written standard operating procedures (SOP) necessary to ensure that worker safety is not jeopardized. Level A operations, medical monitoring, SOPs and training of personnel must be conducted in accordance with OSHA 1910.120 and National Fire Protection Association (NFPA) standards.

The contractor shall have the ability to perform the following tasks in Level A PPE:

- Assessment of site conditions and provide recommendations for mitigation of site hazards and clean-up operations;
- Perform air monitoring for health and safety
- Sampling operations
- Perform physical operations to stabilize site conditions such as close valves (including cylinders), plug or overpack leaking containers, transfer liquid hazardous materials into secure containers, or provide other containment as necessary to stop or prevent the release of hazardous materials.

The contractor shall be able to conduct Level A entries independently and jointly with qualified EPA personnel, other EPA contractors, other federal agencies, and any agents of EPA based upon site conditions.

Attachment A
Agency Personal Verification Procedures
for Contractor Personnel
October 2006

Background: Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement A Agency Personal Verification Procedures for Contractor Personnel, @ the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;

- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social
- Security Number for all contractor employees identified above.

(NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);

Employee Type, Position, Email address, Program Office, Work City and State,

- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No.1615-0047, Employment Eligibility Verification (available at (<http://www.formi9/i-9.pdf>)). At least one document shall be a valid State or Federal Government-issued picture identification.

Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

Foreign National Contractor Employees: To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the A Continuation Space@ on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- When presenting two identification source documents, as described above, provide at least one from List A on Form 1-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual's country of origin. These considerations are in addition to the Ared flag@ issues listed below.

Screening of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- **Employment** - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- **Selective Service** - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- **Police Records** - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- **Illegal Drugs** - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

b) Returning Badges

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

c) Subcontracts

These requirements must be incorporated into all subcontracts wherein employees' work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency
Personnel Security Branch (Mail Code 3206M)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

Personnel Security Branch decisions on behalf of the Agency will be final and not subject to further appeal.

e) Definitions

AEPA Information System@ means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.

AEPA Controlled Facilities@ means:

- EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;
- EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;
- Government-owned contractor-operated facilities, including laboratories;

The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.

Foreign National means an individual who is not a United States citizen.

ATTACHMENT 3

QUALITY ASSURANCE PROJECT PLANS

QUALITY ASSURANCE PROJECT PLAN

A Quality Assurance Project Plan (QAPP) is a written document that describes the quality assurance procedures, quality control specifications, and other technical activities that must be implemented to ensure that the results of the project or task to be performed will meet project specifications. Primary data collection, secondary data usage, and data processing (such as modeling) project activities funded by EPA are described and documented in QA Project Plans.

For general information about QAPPs go to:

<http://www.epa.gov/QUALITY/faq6.html>

Region 5 Quality Assurance Requirements (Reference Section E)
NSI/ASQ E4 - 2004, Quality Systems for Environmental Data and Technology Programs - Requirements with Guidance for Use, American National Standard, February 2004. For more information, go to:

<http://www.epa.gov/QUALITY/envtech.html>

EPA QA/R-2, EPA Requirements for Quality Management Plans, March 2001, or most recent revision.

<http://www.epa.gov/QUALITY/qs-docs/r2-final.pdf>

EPA QA/R-5, EPA Requirements for Quality Assurance Project, March 2001 or most recent revision.

<http://www.epa.gov/QUALITY/qs-docs/r5-final.pdf>

QUALITY ASSURANCE/QUALITY CONTROL GUIDANCE FOR REMOVAL ACTIVITIES, INTERIM FINAL, OSWER DIRECTIVE 9360.4-01 a.k.a. EPA/540/G-90/004 (APRIL 1990)

This document can be obtained by performing a search at the following address:

<http://www.epa.gov/nscep/>

ATTACHMENT 4

INVOICE PREPARATION INSTRUCTIONS

**INVOICE PREPARATION INSTRUCTIONS
SF 1034**

The information which a contractor is required to supply when submitting the Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number A1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, Re-submission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one re-submission, use the appropriate suffix (R2, R3, etc.) Invoices on contracts with option periods shall uniquely identify the option period in the invoice number. Base period invoices shall start with the letter 'A'; option period one invoices shall start with the letter 'B'. This lettering system shall continue for all invoices. Invoice number A1 will be the first invoice for the base period of the contract.
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to supply when submitting the Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor

category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontract - Identify the major cost elements.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by cost category:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g.,

photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RE-SUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, re-submissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the re-submission is based on a

new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) **First Voucher** - insert first voucher number and completion voucher number.
- (4) **Total Amount** - insert total amount of cost claimed for each cost element category through the completion voucher.
- (5) **Total Fee** - insert total fee awarded.
- (6) **Amount of Indirect Costs** - insert amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) **Fiscal Year** - insert fiscal year.
- (8) **Indirect Cost Center** - insert indirect cost center.
- (9) **Appropriate Basis** - insert appropriate basis for allocation.

- (10) **Negotiated Final Indirect Cost** - insert negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) **Signature** - insert signature.
- (12) **Official Title** - insert signer's title.
- (13) **Date** - insert date signed.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 5

SITE-SPECIFIC INVOICING INSTRUCTIONS



SITE SPECIFIC INVOICING REQUIREMENTS

September 8, 1998 (12:14PM)

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the Site Specific attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for:

- Current expenses;
- reclaim for suspended costs;
- indirect cost adjustments;
- audit adjustments.

Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number, e.g. **123R1**. (If it requires more than one reclaim, invoices are to be numbered: 123R2, 123R3 etc.)

All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", e.g. **117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", e.g. **146X**. For example:

Voucher Purpose	Original Voucher	Reclaim Suspended Costs	Indirect Cost Rate Adjustment	Adjustments
Voucher Number	123	123R1, 123R2	117Z	146X

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element such as labor, travel, equipment, other direct, subcontractor and overhead or indirect costs, as identified elsewhere in the contract.

2. A site specific detail attachment (*S/S Attachment*) to the invoice. All invoiced costs are separated into the following categories:

A. Sites with an EPA SSID, e.g. **01X3**, one line per site should be used; [*See description at item 2 page 3*].

B. All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;

C. Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site task order, one line per task order;

D. Non-Superfund costs, as applicable, one line-item

The required format of the invoice S/S Attachment is provided in Exhibit 1. The sum of the detailed costs on the S/S Attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve task orders may submit a separate page for each task order [applying the same format] if so directed by the EPA Project Officer. The contractor shall use the invoice S/S Attachment to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices Clause" to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in the **F clause entitled "Reports of Work"** within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919)541-2304.

Questions regarding Annual Allocation should be directed to the Chief, Program and Cost Accounting Branch, Financial Management Division at (202)564-4925.

EXPLANATION OF EXHIBIT 1 - SITE SPECIFIC DETAIL ATTACHMENT

The contractor shall report the total invoiced costs on the invoice S/S Attachment broken down by the five categories of site/non-site charges:

- sites with and EPA SSID;
- all other sites without an EPA SSID;
- Superfund non-site costs;
- non-Superfund costs;
- previous invoice site corrections

For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

Column #	Column Title and Description
1	(Optional) Technical Direction Document (TTD) or Task Order (TO) - The full TO number is provided by the applicable EPA contract manager, e.g., the Task Manager. If the contractor is providing a separate page for each TO, the TO number may be placed in the upper left corner. Otherwise the TO or TDD numbers must be placed in this column.
2	Region/SSID - This four-digit code, e.g., 01X3 or A1X3 , consists of: a. The first digit will always be "0" ZERO . Unless the region exceeds the use of two-digit sites; then the first digit will be an alpha, e.g., "A", "B". Thus the SSID will be A1X3 ; b. The second digit is the regional identifier, e.g., one (1) for Region I, two (2) for Region II, etc. and zero (0) for Region X, c. The third and fourth digits, representing the sites, are the last two digits of the four- digit SSID (see 2.a). <i>Example, if Region I sites did not exceed two digits, the Region/SSID will be 01X3; however, if Region I sites exceed two digits, the Region/SSID will be A1X3.</i>
3	Action Code - Starting with FY96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the TO or the TDD. However, for FY95 funding and before, the one-digit activity code may be used. NOTE - For FY 1995 and prior, it was called 'activity' code; from FY 1996 and forward, it is called the 'action' code.)

Column #	Column Title and Description
4	Operable Unit - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA contract manager, e.g., Task Manager, Project Officer, etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.
5	Site Name or Non-Site Description - The name of the site, up to 28 characters. <i>When the site name exceeds 28 characters, use the first 28.</i> NOTE: For non-site-specific activities, use this column to briefly describe the non-site activity.
6	Action Sequence Number (Cost Organization Code) - The four-digit code used to represent the activities performed will be provided by the Task Manager/Project Officer on the TO or TDD. This code is required for all Superfund costs (site-specific and non-site-specific).
7	IFMS Line Reference - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (PO). This three-digit line reference is found on the Invoice Approval Form (2550- 19T).
8	Invoice Number/Legend - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine (9) must always be zero "00."
9	Current/Adjustment Amount - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by region and site within each region.
10	Cumulative Charge - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID. Incurred and claimed charges should be listed and subtotaled on the S/S Attachment by row sequential order.

Row #	Row Title and Description
1	<p>Previous Invoice Site Corrections - Only corrections or adjustments of site costs charged to previous invoices shall be listed in Row 1. The subtotal for all corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.</p> <p>NOTE: This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments. .</p>
2	<p>Sites with SSID - Costs for site with an EPA SSID. The SSID is provided by the EPA contract manager, e.g. Task Manager or Project Officer (PO)</p>
3	<p>Sites without SSID - Costs associated with a Superfund site. Specific work where no SSID has been established "ZZ" accounts. Once the SSID is established, all "ZZ" costs associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days). Thus, the contractor must submit a letter to the PO with an S/S Attachment. Only Section 1, Previous Invoice Site Correction, must be completed. Consequently, the PO approves the classification letter and sends it to RTP Financial Management Center for cost redistribution.</p>

4	<p>Non-Site Superfund - Superfund non-site specific costs, along with base and award fees, as described below.</p> <p>A. Contract-Wide Program Management - Technical and Administrative - For those contracts requiring separate identification of technical and administrative program management <u>such as</u> ARCS. the respective amounts should be delineated in compliance with instructions provided either by the contract or TO. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the Regional/Remedial Service Center, <i>Superfund/RCRA Regional Procurement Operations Division, Office of Acquisition Management (OAM)</i> at (202) 564-4712. For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management- Administrative."</p> <p>B.Task Order Project Support - this line(s) shall include non-site-specific project support and management incurred with individual multi-site TOs. The contractor should note that these costs should also be allocated to the sites under each respective TO as part of the annual allocation process. For further Guidance on annual allocation, contact the <i>Program and Cost Accounting Branch</i> at (202) 564-4925.</p> <p>C. Other Non-Site Specific Activities - If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (<i>Site Name/Non-site description</i>). The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the <i>Chief, Program and Cost Accounting Branch</i> at (202)564-4925.</p> <p>D. Base and Award Fees - Base and Award Fees which are not site-specific should be listed in this Superfund Non-site Section.</p>
5	<p>Non-Superfund - Non-superfund; All non-Superfund costs invoiced should be reported on the S/S Attachment by appropriation such as Oil, RCRA, etc. These costs must be sorted by TDD/TO within each appropriation; as directed by the project officer.</p>
6	<p>Total Invoice Amount - This amount is the total of the costs listed in column 9, "Current/Adjustment Amount," i.e. the total charges for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.</p>

NOTES TO SITE ATTACHMENT:

Provide one line per site or activity, sorted alpha/numerically and by Region.

Page Formatting:

Upper Left Corner - Contract Number, Delivery Order Number (if applicable), Invoice Number and TO (optional). _

Upper Right Corner - Contractor Name and Invoice Period of Performance

Bottom Left Corner - Invoice legend for previous invoice adjustments. This information may be provided as an enclosure to the S/S Attachment if it can not be provided on the bottom left corner

Bottom Right Corner - Page number for the attachments, i.e. Page 1 of 1, 2 of 7, etc.

PR-R5-07-10015

Site Specific Detail Attachment

EXHIBIT 1

Contractor Name: XYZ CORPORATION

Contract Number - EP-S5-00-00

Invoice Period of Performance: 2/1/07 - 2/28/07

Invoice Number 2

Task Order Number 4

	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10
Cost Categories	(Opt.) TDD/TO#	Regional SSID	Action Code	Operable Unit	Site Name Non-Site Desc.	Action Seq. Number	IFMS Line Ref.	Invoice Legend	Current/Adj	Cumulative Change
1. Previous Invoice Site Corrections										
2. Sites with SSID										
SUBTOTAL										
3. Sites without SSID										
SUBTOTAL										
4. Non-Site Superfund										
SUBTOTAL										

5. Non-Superfund										
SUBTOTAL										
6. TOTAL INVOICE AMOUNT										

INVOICE LEGEND

123 - Error in charging work assignment and site number

ATTACHMENT 6

INSTRUCTIONS AND PROCEDURES FOR IMPLEMENTING THE ANNUAL SETTLEMENT OF
ALLOWABLE COSTS

Instructions & Procedures for Implementing Annual Settlement of Allowable Costs

Annual Settlement of Allowable Costs Procedures

ERRS 3 shall be settled on an annual basis to enable EPA to more efficiently manage its costs. Annual settlement follows an established set of requirements and procedures which are explained below.

Background and Requirement

ERRS 3 contract types will vary as Fixed Rate IDIQ or Fixed Price IDIQ. These contracts will have a three (3) year base and two (2) potential award terms of two (2) years each. In order for EPA to manage ERRS 3 for this extended performance period, the contracts must be settled on an annual basis.

The Annual Settlement of Allowable Costs Clause requires annual settlement of total costs and fee claimed for each fiscal year of a contract. This requirement is consistent with EPA's objective to provide stronger contract cost surveillance on a more current basis. The annual settlement of ERRS 3 occurs at fiscal year (FYE) basis and involves the submittal of cost claims by the ERRS 3 contractor to the EPA.

The contractor shall submit information on direct and indirect costs incurred at the contract level and broken out by Task Order or TDD. The contractor shall also provide a list of vouchers and amounts that were submitted over the course of the fiscal year.

Contractor Submission of Claims

The contractor shall submit a schedule of direct and indirect costs claimed for each fiscal year to the applicable EPA CO no later than 60 days after the submission of the incurred cost proposal. Three schedules are submitted:

- Summary of Contract Costs Claimed for FYE , 20XX;
- Summary of Contract Costs Claimed for FYE, 20XX, By Task Order or TDD;
- Billing Summary for FYE, 20XX.

The "**Summary of Contract Costs Claimed for FYE, 20XX**" (See Exhibit 1), identifies direct and indirect costs claimed by cost element, and the applicable fee for the subject fiscal year. The schedule's format should be adjusted as needed to reflect each cost element recognized by the contractor's accounting system and the contract. The contract cost data in this schedule should match that included in the contractor's Incurred Cost Submission/proposal.

The contractor shall also provide fiscal year contract costs by cost element for each Task Order or TDD. Therefore, the contractor shall fill out and submit a "**Summary of Contract Costs claimed for FYE, 20XX, By Task Order or TDD**" (See Exhibit 2) which details the contract costs claimed by cost element and further by Task Order or TDD.

In addition to the schedule of costs claimed under the contract, at the contract and Task Order or TDD level, the contractor shall also submit a schedule titled **"Summary of Contract Costs Claimed for FYE, 20XX"**. This schedule will provide a summary of the contractor's contract costs and fee billed by voucher number for the fiscal year.

If variances exist between claimed amounts and those amounts already billed, the contractor must submit a fully documented reconciliation that outlines, clearly, the description and amounts of all components of the variance by cost element and by Task Order or TDD.

The contractor's fiscal year claim should be consistent with the contractor's Incurred Cost Submission and consist of all costs incurred and recorded in the subject fiscal year, as required by FAR contract clause 52.216-7(d) "Allowable Cost and Payment Final Indirect Cost Rates" and the Annual Settlement of Allowable Costs. If the prime contractor has received subcontractor invoices by the end of the fiscal year, then the subcontractor costs should be included in the prime contractor's claim. Subcontractor invoices which are not received by the prime contractor by the end of the fiscal year should be recognized as incurred/claimed costs of the following year.

The contractor must submit a separate invoice for any prior year adjustments that need to be made. The separate invoice will identify the time period for which the costs are applicable, contain an explanation and any documents that support the occurrence of the event causing the adjustment. The invoice should be numbered and show current cumulative costs by cost element.

Upon receipt of the contractor's submission the EPA will review the documents to assure that the contractor's schedule of "Summary of Contract Costs Claimed for FYE, 20XX" is acceptable. The EPA will coordinate an audit of the contractor's submission.

After the EPA CO receives the audit report they will settle/resolve any issues or any questioned direct or indirect costs.

After the costs have been negotiated by the responsible official, the contractor may bill (debit or credit) on a separate invoice for any variances between claimed and negotiated costs related to the applicable FY costs as authorized by the CO.

After an audit of the direct and indirect costs claimed for the subject fiscal year has been performed by the cognizant audit office, and the costs have been negotiated by the EPA CO, the ERRS 3 contractor will be required to submit a invoice for the amount of any difference between negotiated and billed costs. For the period covered by the determination the Contractor shall then provide to the Contracting Officer a memorandum that certifies, to the best of the contractor's knowledge, that all costs have been reconciled and payment received for the subject fiscal year. This memorandum shall further state that no known additional payments are due for the stated year.

The total amount claimed in the contractor's memorandum will be equivalent to the contractor's claimed amount for the subject fiscal year after adjusting for any questioned costs sustained as a result of the audit and negotiation process. The memorandum shall also list any estimated claims or items not settled. Since the memorandum will be submitted after the audit and

negotiation process, generally several fiscal years later, any unknown or unsettled cost items should be minimal.

Billing for Audit Adjustments

Under FAR the CO may have the contractor's invoices or vouchers and statements audited at any time before final contract payment. The audits may occur during contract performance or at the completion of contract performance. As a result of audits, billing adjustments to the contractors' direct costs may be necessary. Previous payments found by the CO not to constitute allowable costs may be reduced. Adjustments may also be made for prior overpayments or underpayments.

If, as a result of an audit, there is an adjustment to the indirect cost rate or to the direct cost rate, the contractor must provide an invoice reflecting the adjustment to the originally billed sites and activities. A copy of the executed EPA Indirect Rate Agreement should be attached to the invoice. The billing adjustment invoice must include a site attachment identifying the invoiced costs or credits broken down as follows:

- sites with S/SID's
- sites without an EPA S/SID
- Superfund non-site costs and Non-Superfund Costs.

EXHIBIT 1

SUMMARY OF COSTS CLAIMED FOR FYE 20XX

Contractor Name
Contract Number
Fiscal Year Ended XX

<u>CLIN</u>	<u>COST ELEMENTS</u>	<u>TOTAL COSTS CLAIMED FOR FY XXXX</u>
<u>Non-Field Labor</u>		
0001AA		
0001AB		
<u>Non-Level A Field Labor</u>		
00002AA		
00002AB		

Level A Field Labor

00003AA

00003BB

0004AA Travel

00004AB Specialized Labor
Non-Routine Equip.

00004AC Analytical Services

00004AD Misc./ODCs

TOTAL CLAIMED	<hr/>	<hr/>	<hr/>
LESS TOTAL BILLED	<hr/>	<hr/>	<hr/>
VARIANCE	<hr/>	<hr/>	<hr/>

EXHIBIT 2

SUMMARY OF COSTS CLAIMED FOR FYE 20XX BY TASK ORDER or TDD

Contractor Name
Contract Number
Fiscal Year Ended XX

	TO/TDD	TO/TDD	TOTAL ALL WORK
<u>COST ELEMENTS</u>	<u># 1</u>	<u># 2</u>	
<u>Non-Field Labor</u>			
0001AA			
0001AAB			
<u>Non-Level A Field Labor</u>			
0002AA			
0002AB			
<u>Level A Field Labor</u>			
0003AA			
0003AB			
0004AA Travel			
0004AB Specialized Labor			
Non-Routine Equipment			
00004AD Misc./ODCs			
TOTAL CLAIMED			
LESS TOTAL BILLED			
VARIANCE			

ATTACHMENT 7

ENVIRONMENTALLY PREFERABLE PRACTICES

ENVIRONMENTALLY PREFERABLE PRACTICES

1. Guidance on "green" buildings construction as well as operations and maintenance can be obtained at the following addresses:
<http://www.epa.gov/greenbuilding> and <http://www.wbdg.org>
 2. Guidance on making both your business and your vehicle fleets "greener" is attached in Exhibit 1 of this attachment.
 3. Guidance on utilizing "green" accommodations while on travel status can be obtained at the following address:
http://www.epa.gov/opptintr/greenmeetings/pubs/current_init.htm#STANDARDS
 4. Guidance on planning "green" meetings can be obtained at the following address: <http://www.epa.gov/oppt/greenmeetings/tool.htm>
<http://www.epa.gov/opptintr/greenmeetings/pubs/tool.htm>
 5. Guidance on pollution prevention in the workplace can be obtained at the following address: <http://www.epa.gov/oppt/pubs/opptcon.htm#3>
 6. Guidance on improving the environmental performance of your business by developing an environmental management system can be obtained at the following address: www.epa.gov/ems
- Information on how to get public recognition for meeting your business's EMS targets and having an exemplary EMS can be obtained at:
www.epa.gov/performance-track
7. Guidance on electronics procurement, reuse, and recycling can be obtained at the following addresses: <http://www.federalelectronicschallenge.net>
<http://www.epa.gov/wastewise/pubs/wwupda14.pdf> and
<http://www.epa.gov/reg3wcmd/pdf/pcrecycling601.pdf>.
 8. Guidance on doing Environmentally Preferable Purchasing can be reached at the following address: <http://www.epa.gov/epp>. Guidance on complying with the "buy recycled" Comprehensive Procurement Guidelines or CPG for Federal Facilities and any entity (e.g. federal contractors) which uses Federal Funds to purchase the designated products can be found at <http://www.epa.gov/cpg/about.htm>. A list of products which must be purchased with recycled content in order to comply with the CPG, along with a list of product vendors can be found at <http://www.epa.gov/cpg/database.htm>.
 9. Information on how to get technical assistance for and public recognition of your businesses's efforts to reduce your energy use and waste generation can be obtained at the following address:
<http://www.energystar.gov/>

PREPARING THE ANNUAL REPORT

For all of those items checked on the cover page of the report, please provide statistics and details on a separate page (not to exceed 10 pages total). For example, 500 hotel reservations were made over the past period of performance and a total of 300 of those reservations were made at four (4) hotels that are

involved in environmentally conscious programs.

For all of those items not checked on the cover page, please provide a justification.

Please address any steps your company has taken in the last year to improve its environmental performance. For example, a recent membership in an environmentally conscious group, any environmental awards, etc.

The contractor shall use the following page as the cover page of its report.

ENVIRONMENTAL REPORT

_____ (contractor's name) has used environmentally preferable practices from 1 October to 30 September as follows (check all that apply):

- _____ Used environmentally conscious hotels. Reservations at these hotels have been made after confirming that the hotel is involved in an environmentally-conscious program, which may include those programs listed at the address referenced at number 3 above, and/or, meets a majority of the items listed in any of the environmentally conscious guidelines/checklists provided by those programs.
- _____ Used methods to ensure the buildings are energy and water efficient and offer employees good indoor environmental quality by utilizing information listed on the website referenced in number 1 above.
- _____ Used methods to ensure that office products/machines purchased for use under this contract are environmentally preferable. See EPA's Green Criteria for Office Supplies to see how we define "green" for various office supplies by going to www.epasupplies.com, then clicking on EPA Overview, Green Office Supplies at EPA.
- _____ Used methods to ensure that environmentally preferable products and services are procured. Guidance can be found at the websites listed in number 8 above.
- _____ Used methods to "green" fleet acquisition and maintenance. See Exhibit 1.
- _____ Used methods to ensure that unusable computer equipment is recycled in an environmentally responsible manner. See number 7 above.
- _____ Used methods to reduce the amount of pollution emitted by the organization. See the website referenced in number 5 above.
- _____ Other actions
- _____ List all citations, warnings, judgements, fines issued by any Federal, State, or local authority for violations of any environmental law, regulation, ordinance, or code and briefly describe what action your company has taken or plans to take to come into compliance.

EXHIBIT 1

QUICK TIPS ON HOW TO GREEN FLEET ACQUISITION AND MAINTENANCE

FLEET ACQUISITION TIPS

Review the Federal Express/Environmental Defense partnership which has resulted in the development of a hybrid delivery truck. 20 prototypes will be on the street this fall, and 100 for 2004. They are looking for other partners to test these trucks out.

General Contact Information

Environmental Defense

Email: members@environmentaldefense.org

Website:

<http://www.environmentaldefense.org/system/templates/page/subissue.e.cfm?subissue=18>

Join the Hybrid Truck Users Forum (HTUF). This group, coordinated by CalStart, and funded largely by DOE, is a collective group of fleet managers from the private and public sector working together to create hybrid trucks that meet their performance and cost demands and reduce impact on the environment.

Website:

<http://www.calstart.org/programs/htuf/index.php?p=programs>

Learn about the use of hybrid vehicles in fleets. The Center for a New American Dream, in conjunction with U.S. Communities/National Association of Counties, is developing a national solicitation for the cooperative purchase of hybrid electric sedans and SUV's in public (local and state government) fleets. The Center also will be investigating applications for HEV's in private fleets. Website features a growing body of information on HEV's.

General Contact Information

Phone: 301-891-3683

Email: newdream@newdream.org

Website: www.newdream.org

Look at Greenseal's Green Fleets Manual for a comprehensive set of tips to consider.

General Contact Information

Phone: 202-872-6400

Email: greenseal@greenseal.org

Website: www.greenseal.org

Join EPA's SmartWay Transport Partnership and get free technical assistance and national recognition for employing more fuel efficient, cleaner vehicles and transportation practices.

General Contact Information:

Email: lotagpublicweb@epa.gov

Website: <http://www.epa.gov/SmartwayLogistics/growandgo/index.htm>

Seek out fleet vehicles which do not contain mercury or work with vehicle manufacturers who have a mercury recycling program in place at the end of the vehicle's life. (Add to your Statement of Work for Fleet purchases).

Website: <http://www.informinc.org/p020306h.k.carbid10-01.pdf> to

see the State of Minnesota's contract in which this was done.

For fleets that operate locally, look into electric vehicles or alternative fueled vehicles such as CNG or LNG.

Website:

<http://www.eere.energy.gov/fleetguide/delivery-vehicles.html>

Contact DOE's CleanCities Program to find out more about building Alternative Fueled Vehicles (AFV) fleets and fuel infrastructure.

Contact: Shelley Launey, Clean Cities Program Director

Website: <http://www.eere.energy.gov/cleancities>

FLEET MAINTENANCE TIPS

Look at Greenseal's Green Fleet Maintenance Standard for fleet maintenance tips.

Website:

<http://www.greenseal.org/certification/standards/fleetvehiclemaint.cfm>

Use rerefined oil in your trucks per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Environmental Information Center

Phone Number: (866) 372-9378

Website: <http://www.epa.gov/cpg/products/lubricat.htm>

Use retread tires on your trucks per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Environmental Information Center

Phone Number: (866) 372-9378

Website: <http://www.epa.gov/cpg/products/retread.htm>

Buy engine coolant containing recycled content and recycle your engine coolant per the RCRA Section 6002 requirements for federal agencies and their contractors.

Contact: Environmental Information Center

Phone Number: (866) 372-9378

Website:

<http://www.epa.gov/epaoswer/non-hw/procure/products/engine.htm>

Use Best Practices to Reduce Pollution and Save Money. EPA Region 9 published a series of fact sheets and a video on Best Environmental Practices for Fleet Maintenance entitled "The Pollution Prevention Toolkit". Best practices include: Aqueous Parts Cleaning, Oil Life Extension, Reuseable Oil Filters, Floor Cleanup, Oil/Water Separator Operation and Maintenance, and antifreeze recycling. Fact sheets and a video can be obtained by calling (800) 490-9198 and asking for "The Pollution Prevention Toolkit: Best Environmental Practices for Fleet Maintenance" EPA publication number EPA-909-E-99-002 for the fact sheets and EPA-909-V-99-002 for the accompanying video.

Contact: Environmental Information Center

Phone Number: (866) 372-9378

Website: www.epa.gov/region09/p2/autofleet

ALTERNATIVE FUELS TIPS

For relevant truck categories, set a goal to get a certain percentage of your fleet to run on alternative fuel sources (CNG, Ethanol, Hybrids, etc.).

Contact: EPAct Federal Fleet Activities,
Office of FreedomCAR and Vehicle Technologies, DOE.

Webiste: <http://www.eere.energy.gov/afdc/>

Use bio-diesel as a replacement or partial replacement for diesel per the Farm Bill Section 9002 requirements for federal agencies and their contractors.

For general information:

Contact: Dana Arnold

Phone: 202-564-9319

Email: arnold.dana@epa.gov

For technical information:

Contact: Lindsey Hicks

Email: Lindsey.Hicks@dla.mil

ATTACHMENT 8

HEALTH AND SAFETY PLAN

HEATH AND SAFETY PLAN

The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. However, in accordance with the National Oil and Hazardous Substance Pollution Contingency Plan, 40 C.F.R., Part 300, the OSC or RPM is responsible for and has the authority to establish the standards of safety for all individuals on site. The Contractor may be required, in accordance with OSC/RPM specifications, to prepare the site-specific Health and Safety Plans (HASPS) which addresses all actions proposed at the site and all entities. Accordingly, this HASP is intended to serve as the EPA HASP for the site.

The Contractor shall ensure that all of its personnel and subcontractors working at the site follow any directions of the OSC or the RPM. Any and all of the required elements of a HASP, (as referenced in OSHA regulations contained in 29 C.F.R. Part 1910.120, and the NIOSH/OHSA/USCG/USEPA "Occupational Safety and Health Guidance manual for Hazardous Waste Site Activities" 1985), to include the level of protection, may be specified by the OSC or RPM. This determination of the requirements and procedures for worker protection shall not be subject to the "Disputes" clause of this contract.

Rather, if the contractor has a dispute with respect to health and safety, which cannot be resolved between the OSC/RPM and the Contractor's site health and safety representative, the matter will be referred for resolution between the OSC/RPM and the Contractor's corporate health and safety representative. If the health and safety issue still cannot be resolved, then the matter will be referred to the EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, New Jersey, for final determination. Notwithstanding this dispute resolution process, the Contractor may not delay implementation of an OSC/RPM directive pertaining to health and safety.

When a HASP, addressing any or all phases of site operations is required as part of a task order to be developed by the Contractor, such a plan shall be submitted to the OSC/RPM for review and approval prior to commencing work. Upon receipt of OSC/RPM approval, the Contractor shall follow the HASP throughout the duration of the removal or remedial action, unless modifications to the plan have been approved by the OSC or RPM. If a HASP is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the OSC/RPM within twenty-four (24) clock hours (or less if specified by the task order) of its submission to the Contractor. In any event, commencement of removal and remedial action without notification to the OSC/RPM of any objections will be deemed to constitute acceptance of the HASP.

Notwithstanding in EPA's aforementioned rights to direct Contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However the extra costs associated with these more stringent requirements shall not be borne by the Government.

ATTACHMENT 9

KEY PERSONNEL QUALIFICATIONS

KEY PERSONNEL QUALIFICATIONS

A. Program Manager - Point-Of-Contact

Qualifications:

The PM shall have the following minimum qualifications and experience:

1. M.S. or M.B.A. degree with 6 years or more experience as described below; or B.S. degree with 8 years or more experience as described below; or fifteen (15) or more years experience as described below.

2. Managerial and/or technical experience in response services involving the releases of hazardous substances, oil and other contaminants or pollutants to the environment. Managerial and/or technical experience in removal or remedial activities, including knowledge of transportation and disposal activities or other discipline directly related to the requirements of this contract. Experience in the management of technical and administrative support services to multi-disciplinary professionals*. General contract execution skills involving scheduling, resource allocation, performance monitoring, contract administration, budgetary and cost accounting requirements, and issue resolution.

B. Response Manager

Qualifications:

1. Seven (7) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Three (3) years of the 7 years experience must be in a capacity of supervising multi-disciplinary response personnel*.

2. Working and professional knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.

3. Working and professional knowledge of hazardous materials transportation regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.

4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.

5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.

6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.

7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer.

8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

**Multi-disciplinary skills are those possessed by a professional such as a site safety officer, chemist, geologist, or engineer and non-professional such as a foreman, equipment operator, lab technician, or laborer.*

C. T&D COORDINATOR:

Qualifications:

1. A Bachelor of Science degree in Chemistry or Chemical Engineering, from an accredited college or university. A minimum of three (3) years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations.

2. Ability to correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classifications, and knowledge of analytical information required for bulking of compatible waste streams. Working knowledge of hazardous materials transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations. Working knowledge of current innovative treatment technologies.

3. Ability to prepare written technical reports covering the transportation and disposal operations.

4. Ability to manage and insure proper execution of multiple simultaneous contracts.

ATTACHMENT 10

AWARD TERM INCENTIVE PLAN

AWARD TERM INCENTIVE PLAN

Schedule

Base Period 36 months - Contract Years 1-3

Award Term Period 1, 24 months - Contract Years 4-5

Award Term Period 2, 24 months - Contract Years 6-7

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) The contract rating period average shall be obtained by dividing the combined ratings by the number of ratings, for example:

Criteria	Rating
<i>Quality of Product or Service</i>	5
<i>Cost Control</i>	4
<i>Timeliness of Performance</i>	4
<i>Business Relations</i>	4
	17 (combined rating)
	÷ 4 (number of ratings)
	4.25 contract rating period average

(c) For award term one, the contractor shall be evaluated for performance during months 1-18. The award term evaluation will be determined by averaging the overall ratings of the task order evaluations. The award term decision to be finalized no later than the end of Month 24. Notification of intent to extend the period of performance to be issued by the end of Month 24.

(d) Based on the overall average rating of 4.0 or greater, an Award Term Period 1 may be exercised by the government. However, if the contractor has any individual rating, i.e., *Quality of Product or Service*, *Cost Control*, *Timeliness of Performance*, or *Business Relations* below a 3, the contractor shall be ineligible for award term period 1.

(e) For award term period 2, the contractor shall be evaluated for performance from Month 18 through Month 36 of the contract. The award term evaluation will be determined by averaging the overall ratings of the task order evaluations. The award term decision to be finalized no later than the end of Month 48. Notification of intent to extend the period of performance to be issued by the end of Month 48.

(f) Based on the overall average rating of 4.0 or greater, an Award Term Period 2 may be exercised by the government. However, if the contractor has any individual rating, i.e., *Quality of Product or Service*, *Cost Control*, *Timeliness of Performance*, or *Business Relations* below a 3, the contractor shall be ineligible for award term period 2.

ATTACHMENT 11

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

Dear "Client":

We are currently responding to the United States Environmental Protection Agency (EPA) RFP No. PR-R5-05-10015 for the procurement of "Emergency Rapid Response Services 3 (ERRS 3) for Region 5. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The EPA requires offerors to inform references identified in proposals that the EPA may contact them about past performance.

If you are contacted by the EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to (offeror's point of contact).

Sincerely,

ATTACHMENT 12

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

Offeror's Name:

Contact Company Name and Address (City and State):

Contract Number:

Contract Amount:

Period of Performance: From _____ To _____.

Brief Description of Work:

Location of Work:

Name of person contacted:

Date:

Time:

Daytime Phone:

1. QUALITY OF SERVICES DELIVERED:

a. Rate the contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. Rate the contractor's performance in submitting reports and documentation that are accurate, complete and submitted in a timely manner.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

c. Rate the contractor's key personnel (technical expertise, management capabilities).

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

d. Rate the contractor's key personnel response to technical direction by government.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

2. EFFECTIVENESS OF MANAGEMENT:

Rate the contractor's ability to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

Rate the contractor's display of initiative in meeting requirements.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

4. TIMELINESS OF PERFORMANCE:

Rate the contractor's ability to meet project schedules.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

5. COST CONTROL:

a. Rate the contractor's display of initiative in controlling overall Task Order costs.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

b. Rate the contractor's ability to track costs and provide accurate, complete and timely tracking reports.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

c. Rate the contractor's performance in submitting billings that were current, accurate and complete.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

6. BUSINESS PRACTICES:

Rate the contractor's ability in coordinating and cooperating with the government.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

7. CUSTOMER SATISFACTION:

Rate the contractor's overall performance.

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable

Remarks:

ATTACHMENT 13

QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN

The following Quality Assurance Surveillance Plan (QASP) lists requirements, the performance standard for determining the contractor's success in meeting the requirements, the method of surveillance by the On-Scene Coordinator and the incentive and/or disincentive for each of the required services.

ALL PERFORMANCE-BASED TASKS WILL BE MEASURED IN ACCORDANCE WITH THIS QUALITY ASSURANCE SURVEILLANCE PLAN AND EVALUATED IN ACCORDANCE WITH ATTACHMENT 10 TITLED, "AWARD TERM INCENTIVE PLAN."

THE INCENTIVE FOR HIGH QUALITY PERFORMANCE OF ALL REQUIRED SERVICES LISTED BELOW IS AN AWARD TERM OPTION

QUALITY ASSURANCE SURVEILLANCE PLAN			
Required Services	Performance Standard	Method of Surveillance	Standard Deviation
Emergency response in metropolitan areas listed in SOW.	Contractor's personnel and equipment in route in two (2) hours, on-site in four (4) hours.	OSC will document task order evaluation under Timeliness.	None
Emergency response in other areas listed in SOW.	Contractor's personnel and equipment in route in two (2) hours, on-site in six (6) hours (Upper Peninsula Michigan eight (8) hours on-site).	OSC will document task order evaluation under Timeliness.	None
Time critical response.	Contractor's personnel and equipment on-site in seventy two (72) hours.	OSC will document task order evaluation under Timeliness.	None
Contractor's call center	The EPA must be able to contact the contractor on a 24-hours-a-day basis to issue task orders.	OSC will document ability to reach the contractor in the task order evaluation under Business Relations	None

QUALITY ASSURANCE SURVEILLANCE PLAN			
Required Services	Performance Standard	Method of Surveillance	Standard Deviation
Site work	Contractor shall accomplish all containment, construction, decontamination, transportation and disposal, and restoration in accordance with all regulatory, safety and environmental laws and regulations.	OSC will document will review contractor site activities to ensure adherence to all applicable to all regulations and document in the task order evaluation under Quality of services.	None
Reports	Contractor shall submit timely and accurate, site safety plans, workplans, QAAP and any other report specified in the contract and requested by the OSC.	OSC will document receipt and accuracy of contractor prepared reports in the task order evaluation under Quality of Services.	90% of the reports are accurate, complete and timely.
Site cost accounting	Utilizing the RCMS provided by EPA, the contractor shall provide the OSC with detailed daily cost accounting reports (1900-55). Contractor also submits accurate and timely invoices	OSC will document receipt, accuracy of the 1900-55 and invoice in the task order evaluation under Cost Control.	90% of 1900-55's are accurate, complete and timely.
Subcontracting	Contractor shall award subcontracts utilizing proper procedures and submit consent packages as required in Section G of the contract.	OSC will document receipt, accuracy of the subcontract packages in the task order evaluation under Business Relations.	90% of the subcontract packages are accurate and complete.

TASK ORDER EVALUATION

At the conclusion of each task order (or at least annually) the OSC shall complete a task order evaluation. The task order evaluation is the same format used by EPA for the contractor's annual National Institutes of Health Contractor Performance System (NIHCPS) evaluation. These individual task order evaluation will be the basis for the contractor's overall NIHCPS evaluation, which is the basis for earning award terms.

Contractor /Name and Address (City and State): _____
 Task Order Number: _____
 Task Order Amount: _____
 Period of Performance: From _____ to _____
 Brief Description of Work: _____
 Location of Work: _____
 Names and telephone numbers of Contractor personnel responsible for managing the contract:

1. QUALITY OF PRODUCT OR SERVICE:

In addition to the site work and reports criteria noted in the Quality Assurance Surveillance Plan, the OSC shall also consider overall quality achieved, technical expertise, contractor's key personnel.

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable

2. COST CONTROL:

In addition to site cost accounting criteria noted in the Quality Assurance Surveillance Plan, the OSC shall consider the contractor's performance in completing projects within original cost estimates.

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable

3. TIMELINESS OF PERFORMANCE:

In addition to the emergency response and time critical response criteria noted in the Quality Assurance Surveillance Plan, the OSC shall consider the contractor's ability to meet project schedules,

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable

4. BUSINESS RELATIONS:

In addition to the call center and subcontracting criteria noted in the Quality Assurance Surveillance Plan, the OSC shall consider the contractor's communication and ability to respond to administrative and technical issues.

0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable

ATTACHMENT 14

SERVICE CONTRACT ACT WAGE DETERMINATIONS

ILLINOIS			
Counties	Wage Determination	Revision No.	Date of Revision
Adams	2005-2177	3	05/29/07
Alexander	2005-2309	4	08/02/07
Bond	2005-2309	4	08/02/07
Boone	2005-3005	4	08/09/07
Brown	2005-2177	3	05/29/07
Bureau	2005-2175	3	05/29/07
Calhoun	2005-2309	4	08/02/07
Carroll	2005-2175	3	05/29/07
Cass	2005-2177	3	05/29/07
Champaign	2005-2165	4	05/29/07
Christian	2005-2169	2	05/29/07
Clark	2005-2169	2	05/29/07
Clay	2005-2309	4	08/02/07
Clinton	2005-2309	4	08/02/07
Coles	2005-2169	2	05/29/07
Cook	2005-2167	2	05/29/07
Crawford	2005-2169	2	05/29/07
Cumberland	2005-2169	2	05/29/07
DeKalb	2005-2167	2	05/29/07
DeWitt	2005-2165	4	05/29/07
Douglas	2005-2165	4	05/29/07
DuPage	2005-2167	2	05/29/07
Edgar	2005-2165	4	05/29/07
Edwards	2005-2183	4	05/29/07
Effingham	2005-2309	4	08/02/07
Fayette	2005-2309	4	08/02/07
Ford	2005-2165	4	05/29/07
Franklin	2005-2309	4	08/02/07
Fulton	2005-2173	2	07/05/07
Gallatin	2005-2183	4	05/29/07
Greene	2005-2177	3	05/29/07
Grundy	2005-2171	2	05/29/07
Hamilton	2005-2309	4	08/02/07
Hancock	2005-2173	2	07/05/07
Hardin	2005-2183	4	05/29/07
Henderson	2005-2175	3	05/29/07
Henry	2005-2175	3	05/29/07
Iriquois	2005-2171	2	05/29/07
Jackson	2005-2309	4	08/02/07
Jasper	2005-2169	2	05/29/07
Jefferson	2005-2309	4	08/02/07
Jersey	2005-2309	4	08/02/07

Jo Daviess	2005-2175	3	05/29/07
Johnson	2005-2309	4	08/02/07
Kane	2005-2167	2	05/29/07
Kankakee	2005-2171	2	05/29/07
Kendall	2005-2171	2	05/29/07
Knox	2005-2173	2	07/05/07
Lake	2005-2167	2	05/29/07
LaSalle	2005-2171	2	05/29/07
Lawrence	2005-2183	4	05/29/07
Lee	2005-2167	2	05/29/07
Livingston	2005-2171	2	05/29/07
Logan	2005-2177	3	05/29/07
Macon	2005-2169	2	05/29/07
Macoupin	2005-2177	3	05/29/07
Madison	2005-2309	4	08/02/07
Marion	2005-2309	4	08/02/07
Marshall	2005-2173	2	07/05/07
Mason	2005-2173	2	07/05/07
Massac	2005-2309	4	08/02/07
McClean	2005-2165	4	05/29/07
McDonough	2005-2173	2	07/05/07
McHenry	2005-2167	2	05/29/07
Menard	2005-2177	3	05/29/07
Mercer	2005-2175	3	05/29/07
Monroe	2005-2309	4	08/02/07
Montgomery	2005-2177	3	05/29/07
Morgan	2005-2177	3	05/29/07
Moultrie	2005-2169	2	05/29/07
Ogle	2005-3005	4	08/09/07
Peoria	2005-2173	2	07/05/07
Perry	2005-2309	4	08/02/07
Piatt	2005-2165	4	05/29/07
Pike	2005-2177	3	05/29/07
Pope	2005-2309	4	08/02/07
Pulaski	2005-2309	4	08/02/07
Putnam	2005-2173	2	07/05/07
Randolph	2005-2309	4	08/02/07
Richland	2005-2183	4	05/29/07
Rock Island	2005-2175	3	05/29/07
Saline	2005-2309	4	08/02/07
Sangamon	2005-2177	3	05/29/07
Scott	2005-2177	3	05/29/07
Shelby	2005-2169	2	05/29/07
St. Clair	2005-2309	4	08/02/07
Stark	2005-2173	2	07/05/07
Stephenson	2005-3005	4	08/09/07
Tazewell	2005-2173	2	07/05/07
Union	2005-2309	4	08/02/07
Vermillion	2005-2165	4	05/29/07

Wabash	2005-2183	4	05/29/07
Warren	2005-2175	3	05/29/07
Washington	2005-2309	4	08/02/07
Wayne	2005-2309	4	08/02/07
White	2005-2183	4	05/29/07
Whiteside	2005-2175	3	05/29/07
Will	2005-2171	2	05/29/07
Williamson	2005-2309	4	08/02/07
Winnebago	2005-3005	4	08/09/07
Woodford	2005-2173	2	07/05/07

INDIANA			
Counties	Wage Determination	Revision No.	Date of Revision
Adams	2005-2189	3	05/29/07
Allen	2005-2189	3	05/29/07
Bartholomew	2005-2193	4	05/29/07
Benton	2005-2191	2	05/29/07
Blackford	2005-2189	3	05/29/07
Boone	2005-2193	4	05/29/07
Brown	2005-2183	4	05/29/07
Carroll	2005-2195	5	08/15/07
Cass	2005-2195	5	08/15/07
Clark	2005-2223	4	07/31/07
Clay	2005-2193	4	05/29/07
Clinton	2005-2195	5	08/15/07
Crawford	2005-2183	4	05/29/07
Daviess	2005-2183	4	05/29/07
Dearborn	2005-2413	4	08/02/07
Decatur	2005-2193	4	05/29/07
DeKalb	2005-2189	3	05/29/07
Delaware	2005-2193	4	05/29/07
Dubois	2005-2183	4	05/29/07
Elkhart	2005-2185	4	05/29/07
Fayette	2005-2193	4	05/29/07
Floyd	2005-2223	4	07/31/07
Fountain	2005-2193	4	05/29/07
Franklin	2005-2413	4	08/02/07
Fulton	2005-2195	5	08/15/07
Gibson	2005-2183	4	05/29/07
Grant	2005-2189	3	05/29/07
Greene	2005-2183	4	05/29/07
Hamilton	2005-2193	4	05/29/07
Hancock	2005-2193	4	05/29/07
Harrison	2005-2223	4	07/31/07
Hendricks	2005-2193	4	05/29/07
Henry	2005-2193	4	05/29/07
Howard	2005-2195	5	08/15/07
Huntington	2005-2189	3	05/29/07
Jackson	2005-2183	4	05/29/07
Jasper	2005-2191	2	05/29/07
Jay	2005-2189	3	05/29/07
Jefferson	2005-2223	4	07/31/07
Jennings	2005-2223	4	07/31/07
Johnson	2005-2193	4	05/29/07
Knox	2005-2183	4	05/29/07
Kosciusko	2005-2185	4	05/29/07
Lagrange	2005-2189	3	05/29/07

Lake	2005-2191	2	05/29/07
LaPorte	2005-2191	2	05/29/07
Lawrence	2005-2183	4	05/29/07
Madison	2005-2193	4	05/29/07
Marion	2005-2193	4	05/29/07
Marshall	2005-2197	4	07/24/07
Martin	2005-2183	4	05/29/07
Miami	2005-2195	5	08/15/07
Monroe	2005-2183	4	05/29/07
Montgomery	2005-2193	4	05/29/07
Morgan	2005-2193	4	05/29/07
Newton	2005-2191	2	05/29/07
Noble	2005-2189	3	05/29/07
Ohio	2005-2413	4	08/02/07
Orange	2005-2183	4	05/29/07
Owen	2005-2183	4	05/29/07
Parke	2005-2193	4	05/29/07
Perry	2005-2187	4	07/18/07
Pike	2005-2183	4	05/29/07
Porter	2005-2191	2	05/29/07
Posey	2005-2187	4	07/18/07
Pulaski	2005-2191	2	05/29/07
Putnam	2005-2193	4	05/29/07
Randolph	2005-2419	4	06/15/07
Ripley	2005-2413	4	08/02/07
Rush	2005-2193	4	05/29/07
Saint Joseph	2005-2197	4	07/24/07
Scott	2005-2223	4	07/31/07
Shelby	2005-2193	4	05/29/07
Spencer	2005-2187	4	07/18/07
Starke	2005-2191	2	05/29/07
Steuben	2005-2189	3	05/29/07
Sullivan	2005-2193	4	05/29/07
Switzerland	2005-2413	4	08/02/07
Tippecanoe	2005-2193	4	05/29/07
Tipton	2005-2195	5	08/15/07
Union	2005-2419	4	06/15/07
Vanderburgh	2005-2187	4	07/18/07
Vermillion	2005-2193	4	05/29/07
Vigo	2005-2193	4	05/29/07
Wabash	2005-2189	3	05/29/07
Warren	2005-2193	4	05/29/07
Warrick	2005-2187	4	07/18/07
Washington	2005-2183	4	05/29/07
Wayne	2005-2419	4	06/15/07
Wells	2005-2189	3	05/29/07
White	2005-2195	5	08/15/07
Whitley	2005-2189	3	05/29/07

MICHIGAN			
Counties	Wage Determination	Revision No.	Date of Revision
Alcona	2005-2271	4	07/30/07
Alger	2005-2279	5	07/24/07
Allegen	2005-3029	4	06/19/07
Alpena	2005-2271	4	07/30/07
Antrim	2005-2271	4	07/30/07
Arenac	2005-2271	4	07/30/07
Baraga	2005-2279	5	07/24/07
Barry	2005-2277	4	08/14/07
Bay	2005-2275	4	07/31/07
Benzie	2005-2271	4	07/30/07
Berrien	2005-2277	4	08/14/07
Branch	2005-2277	4	08/14/07
Calhoun	2005-2277	4	08/14/07
Cass	2005-2277	4	08/14/07
Charlevoix	2005-2271	4	07/30/07
Cheboygan	2005-2271	4	07/30/07
Chippewa	2005-2279	5	07/24/07
Clare	2005-2275	4	07/31/07
Clinton	2005-2275	4	07/31/07
Crawford	2005-2271	4	07/30/07
Delta	2005-2279	5	07/24/07
Dickinson	2005-2279	5	07/24/07
Eaton	2005-2277	4	08/14/07
Emmet	2005-2271	4	07/30/07
Genesee	2005-2273	4	08/10/07
Gladwin	2005-2275	4	07/31/07
Gogebic	2005-2279	5	07/24/07
Grand Traverse	2005-2271	4	07/30/07
Gratiot	2005-2275	4	07/31/07
Hillsdale	2005-2277	4	08/14/07
Houghton	2005-2279	5	07/24/07
Huron	2005-2275	4	07/31/07
Ingham	2005-2277	4	08/14/07
Ionia	2005-2277	4	08/14/07
Iosco	2005-2271	4	07/30/07
Iron	2005-2279	5	07/24/07
Isabella	2005-2275	4	07/31/07
Jackson	2005-2277	4	08/14/07
Kalamoazoo	2005-2277	4	08/14/07
Kalkaska	2005-2271	4	07/30/07
Kent	2005-3029	4	06/19/07
Keweenaw	2005-2279	5	07/24/07
Lake	2005-2275	4	07/31/07
Lapeer	2005-2273	4	08/10/07

Leelanau	2005-2271	4	07/30/07
Lenawee	2005-2269	4	08/10/07
Livingston	2005-3011	5	08/10/07
Luce	2005-2279	5	07/24/07
Mackinc	2005-2279	5	07/24/07
Macomb	2005-2273	4	08/10/07
Manistee	2005-2271	4	07/30/07
Marquette	2005-2279	5	07/24/07
Mason	2005-2275	4	07/31/07
Mecosta	2005-2275	4	07/31/07
Menominee	2005-2279	5	07/24/07
Midland	2005-2275	4	07/31/07
Missaukee	2005-2271	4	07/30/07
Monroe	2005-2273	4	08/10/07
Montcalm	2005-2275	4	07/31/07
Montmorency	2005-2271	4	07/30/07
Muskegon	2005-3031	4	06/19/07
Newaygo	2005-2275	4	07/31/07
Oakland	2005-2273	4	08/10/07
Oceana	2005-2275	4	07/31/07
Ogemaw	2005-2271	4	07/30/07
Ononagon	2005-2279	5	07/24/07
Osceola	2005-2275	4	07/31/07
Oscoda	2005-2271	4	07/30/07
Otsego	2005-2271	4	07/30/07
Ottawa	2005-3029	4	06/19/07
Presque Isle	2005-2271	4	07/30/07
Roscommon	2005-2271	4	07/30/07
Saginaw	2005-2275	4	07/31/07
Saint Joseph	2005-2277	4	08/14/07
Sanilac	2005-2275	4	07/31/07
Schoolcraft	2005-2279	5	07/24/07
Shiawassee	2005-2275	4	07/31/07
St. Clair	2005-2273	4	08/10/07
Tuscola	2005-2275	4	07/31/07
Van Buren	2005-2277	4	08/14/07
Washtenaw	2005-2269	4	08/10/07
Wayne	2005-2273	4	08/10/07
Wexfod	2005-2271	4	07/30/07

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Counties	Wage Determination	Revision No.	Date of Revision
Adams	2005-2423	5	07/05/07
Allen	2005-2421	4	08/15/07
Ashland	2005-2415	3	07/18/07
Ashtabula	2005-2415	3	07/18/07
Athens	2005-2423	5	07/05/07
Auglaize	2005-2421	4	08/15/07
Belmont	2005-2451	4	08/02/07
Brown	2005-2413	4	08/02/07
Butler	2005-2413	4	08/02/07
Carroll	2005-3013	5	05/29/07
Champaign	2005-2419	4	06/15/07
Clark	2005-2419	4	06/15/07
Clermont	2005-2413	4	08/02/07
Clinton	2005-2419	4	06/15/07
Columbiana	2005-3013	6	08/09/07
Coshocton	2005-2417	5	07/18/07
Crawford	2005-2417	5	07/18/07
Cuyahoga	2005-2415	3	07/18/07
Darke	2005-2419	4	06/15/07
Defiance	2005-2189	3	05/29/07
Delaware	2005-2417	5	07/18/07
Erie	2005-2415	3	07/18/07
Fairfield	2005-2417	5	07/18/07
Fayette	2005-2417	5	07/18/07
Franklin	2005-2417	5	07/18/07
Fulton	2005-2425	4	08/02/07
Gallia	2005-2423	5	07/05/07
Geauga	2005-2415	3	07/18/07
Greene	2005-2419	4	06/15/07
Guernsey	2005-2417	5	07/18/07
Hamilton	2005-2413	4	08/02/07
Hancock	2005-2421	4	08/15/07
Hardin	2005-2421	4	08/15/07
Harrison	2005-2451	4	08/02/07
Henry	2005-2425	4	08/02/07
Highland	2005-2423	5	07/05/07
Hocking	2005-2423	5	07/05/07
Holmes	2005-2417	5	07/18/07
Huron	2005-2415	3	07/18/07
Jackson	2005-2423	5	07/05/07
Jefferson	2005-2451	4	08/02/07
Knox	2005-2417	5	07/18/07
Lake	2005-2415	3	07/18/07
Lawrence	2005-2423	5	07/05/07
Licking	2005-2417	5	07/18/07

Logan	2005-2419	4	06/15/07
Lorain	2005-2415	3	07/18/07
Lucas	2005-2425	4	08/02/07
Madison	2005-2417	5	07/18/07
Mahoning	2005-3013	6	08/09/07
Marion	2005-2417	5	07/18/07
Medina	2005-2415	3	07/18/07
Meigs	2005-2423	5	07/05/07
Mercer	2005-2421	4	08/15/07
Miami	2005-2419	4	06/15/07
Monroe	2005-2573	3	05/29/07
Montgomery	2005-2419	4	06/15/07
Morgan	2005-2573	3	05/29/07
Morrow	2005-2417	5	07/18/07
Muskingum	2005-2417	5	07/18/07
Noble	2005-2573	3	05/29/07
Ottawa	2005-2425	4	08/02/07
Paulding	2005-2189	3	05/29/07
Perry	2005-2417	5	07/18/07
Pickaway	2005-2417	5	07/18/07
Pike	2005-2423	5	07/05/07
Portage	2005-2415	3	07/18/07
Preble	2005-2419	4	06/15/07
Putnam	2005-2421	4	08/15/07
Richland	2005-2415	3	07/18/07
Ross	2005-2423	5	07/05/07
Sandusky	2005-2425	4	08/02/07
Scioto	2005-2423	5	07/05/07
Seneca	2005-2425	4	08/02/07
Shelby	2005-2419	4	06/15/07
Stark	2005-2415	3	07/18/07
Summit	2005-2415	3	07/18/07
Trumbull	2005-3013	6	08/09/07
Tuscarawas	2005-2451	4	08/02/07
Union	2005-2417	5	07/18/07
Van Wert	2005-2421	4	08/15/07
Vinton	2005-2423	5	07/05/07
Warren	2005-2413	4	08/02/07
Washington	2005-2573	3	05/29/07
Wayne	2005-2415	3	07/18/07
Williams	2005-2189	3	05/29/07
Wood	2005-2425	4	08/02/07
Wyandot	2005-2421	4	08/15/07

WISCONSIN			
Counties	Wage Determination	Revision No.	Date of Revision
Adams	2005-2577	6	08/14/07
Ashland	2005-2285	3	05/29/07
Barron	2005-2577	6	08/14/07
Bayfield	2005-2285	3	05/29/07
Brown	2005-2575	4	07/19/07
Buffalo	2005-2577	6	08/14/07
Burnett	2005-2285	3	05/29/07
Calumet	2005-2575	4	07/19/07
Chippewa	2005-2577	6	08/14/07
Clark	2005-2577	6	08/14/07
Columbia	2005-2579	2	07/27/07
Crawford	2005-2577	6	08/14/07
Dane	2005-2579	2	07/27/07
Dodge	2005-2579	2	07/27/07
Door	2005-2575	4	07/19/07
Douglas	2005-2285	3	05/29/07
Dunn	2005-2577	6	08/14/07
Eau Claire	2005-2577	6	08/14/07
Florence	2005-2575	4	07/19/07
Fond Du Lac	2005-2575	4	07/19/07
Forest	2005-2575	4	07/19/07
Grant	2005-2577	6	08/14/07
Green	2005-2579	2	07/27/07
Green Lake	2005-2575	4	07/19/07
Iowa	2005-2579	2	07/27/07
Iron	2005-2285	3	05/29/07
Jackson	2005-2577	6	08/14/07
Jefferson	2005-2579	2	07/27/07
Juneau	2005-2577	6	08/14/07
Kenosha	2005-3003	2	05/29/07
Kewaunee	2005-2575	4	07/19/07
La Crosse	2005-2577	6	08/14/07
Lafayette	2005-2579	2	07/27/07
Langlade	2005-2575	4	07/19/07
Lincoln	2005-2575	4	07/19/07
Mantiwoc	2005-2575	4	07/19/07
Marathon	2005-2575	4	07/19/07
Marinette	2005-2575	4	07/19/07
Marquette	2005-2575	4	07/19/07
Menominee	2005-2575	4	07/19/07
Milwaukee	2005-2581	3	05/29/07
Monroe	2005-2577	6	08/14/07
Oconto	2005-2575	4	07/19/07
Oneida	2005-2575	4	07/19/07

Outagamie	2005-2575	4	07/19/07
Ozaukee	2005-2581	3	05/29/07
Pepin	2005-2577	6	08/14/07
Pierce	2005-2287	4	08/15/07
Polk	2005-2287	4	08/15/07
Portage	2005-2575	4	07/19/07
Price	2005-2285	3	05/29/07
Racine	2005-2581	3	05/29/07
Richland	2005-2577	6	08/14/07
Rock	2005-2579	2	07/27/07
Rusk	2005-2285	3	05/29/07
Sauk	2005-2579	2	07/27/07
Sawyer	2005-2285	3	05/29/07
Shawano	2005-2575	4	07/19/07
Sheboygan	2005-2575	4	07/19/07
St. Croix	2005-2287	4	08/15/07
Taylor	2005-2285	3	05/29/07
Trempealeau	2005-2577	6	08/14/07
Vernon	2005-2577	6	08/14/07
Vilas	2005-2575	4	07/19/07
Walworth	2005-2581	3	05/29/07
Washburn	2005-2285	3	05/29/07
Washington	2005-2581	3	05/29/07
Waukesha	2005-2581	3	05/29/07
Waupaca	2005-2575	4	07/19/07
Waushara	2005-2575	4	07/19/07
Winnebago	2005-2575	4	07/19/07
Wood	2005-2577	6	08/14/07

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1996-0223	23	08/07/07